

THE HONORABLE JAMES L. ROBERT

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

BOMBARDIER INC.,

Plaintiff,

v.

MITSUBISHI AIRCRAFT  
CORPORATION, MITSUBISHI  
AIRCRAFT CORPORATION AMERICA  
INC., et al.,

Defendants.

No. 2:18-cv-1543-JLR

DEFENDANT MITSUBISHI AIRCRAFT  
CORPORATION'S ANSWER TO FIRST  
AMENDED VERIFIED COMPLAINT AND  
COUNTERCLAIMS

Defendant Mitsubishi Aircraft Corporation ("MITAC"), by and through its attorneys of record, answers Bombardier Inc.'s ("Bombardier") First Amended Verified Complaint (the "Amended Complaint") as follows. Except as expressly admitted herein, each and every allegation in the Amended Complaint is denied.

**NATURE OF THE ACTION**

**ANSWER TO COMPLAINT 1:**

MITAC admits that Bombardier purports to bring a civil action pursuant to the Defend Trade Secrets Act of 2016 codified at 18 U.S.C. § 1836 et seq. and the Washington Uniform Trade Secrets Act codified at RCW 19.108.010 et seq. MITAC also admits Bombardier purports to bring a civil action for Tortious Interference with Claims for Tortious Interference with Business Expectancies and/or Contracts, and Breach of Contract under Washington state common law.

MITSUBISHI AIRCRAFT CORPORATION'S  
ANSWER, DEFENSES, AND COUNTERCLAIMS  
(No. 2:18-cv-1543) – 1

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MITAC specifically denies that Bombardier is entitled to any relief sought herein, and denies any remaining allegations set forth in this paragraph.

## **PARTIES**

### **ANSWER TO COMPLAINT 2:**

The allegations in this paragraph concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the allegations in the first sentence, and therefore denies them. MITAC denies the allegations in the second sentence.

### **ANSWER TO COMPLAINT 3:**

MITAC denies its registered office is at Nagoya Airport, Toyoyama-cho, Nishikasugai-Gun, Aichi 480-0287, Japan. MITAC admits the remaining allegations in this paragraph.

### **ANSWER TO COMPLAINT 4:**

MITAC admits MITAC America is a subsidiary corporation of MITAC organized and existing under the laws of the State of Delaware. MITAC denies the allegations regarding the location of MITAC America's registered principal place of business and its engineering center. MITAC America moved its principal place of business to 1601 East Valley Road, Suite 300, Renton, Washington, 98057 in April of 2019. MITAC also denies that MITAC America is the alter ego of MITAC.

### **ANSWER TO COMPLAINT 5:**

The allegations in this paragraph concern parties other than MITAC, and therefore no response is required.

### **ANSWER TO COMPLAINT 6:**

The allegations in this paragraph concern parties other than MITAC, and therefore no response is required.

**ANSWER TO COMPLAINT 7:**

The allegations in this paragraph concern parties other than MITAC, and therefore no response is required.

**ANSWER TO COMPLAINT 8:**

The documents referenced and quoted in this paragraph of the Complaint speak for themselves. MITAC admits that Marc-Antoine Delarche is an employee of MITAC and that Delarche was formerly employed by AeroTEC. The remaining allegations in this paragraph concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 9:**

The allegations in this paragraph concern parties other than MITAC, and therefore no response is required.

**ANSWER TO COMPLAINT 10:**

The documents referenced and quoted in this paragraph of the Complaint speak for themselves. MITAC admits Keith Ayre is an employee of MITAC and that his title is Engineering Manager. The remaining allegations in this paragraph concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 11:**

MITAC admits that Bombardier collectively refers to the parties identified in paragraphs 3-10 above as "Defendants." MITAC further admits that it employs persons who previously worked for Bombardier. To the extent the remaining allegations in this paragraph are directed at MITAC, MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the allegations and therefore denies them.

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**JURISDICTION AND VENUE****ANSWER TO COMPLAINT 12:**

This paragraph asserts a legal conclusion to which no response is required. To the extent a response is required, MITAC admits that Bombardier has alleged that MITAC has violated the DTSA, and that this Court has jurisdiction over DTSA actions, but denies that MITAC has violated the DTSA and denies that Bombardier is entitled to any relief under the DTSA.

**ANSWER TO COMPLAINT 13:**

This paragraph asserts a legal conclusion to which no response is required. To the extent a response is required, MITAC admits that Bombardier has alleged that MITAC has violated the common law of the State of Washington, but denies that this Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1367 over those claims. MITAC further denies that it has violated the common law of the State of Washington, and denies that Bombardier is entitled to any relief under the common law of the State of Washington.

**ANSWER TO COMPLAINT 14:**

This paragraph asserts a legal conclusion to which no response is required. To the extent a response is required, MITAC denies that this Court has personal jurisdiction over MITAC in this matter. MITAC also denies that it has committed wrongful acts within the State of Washington and further denies that Bombardier is entitled to any relief sought herein.

**ANSWER TO COMPLAINT 15:**

The first sentence of this paragraph contains a legal conclusion to which no response is required. To the extent a response is required, MITAC denies that this Court has personal jurisdiction over MITAC in this matter. The documents referenced and quoted in this paragraph of the Complaint speak for themselves. MITAC admits MITAC America maintains a flight-test center in Moses Lake, Washington, where it conducts flight tests of the MRJ. MITAC admits MITAC America employs approximately 170 pilots, engineers, and technicians seconded from MITAC who work in Moses Lake, Washington. MITAC admits that it owns four MRJ flight-test

1 aircraft located at the flight-test center in Moses Lake, Washington. All remaining allegations in  
2 this paragraph are denied.

3 **ANSWER TO COMPLAINT 16:**

4 The documents referenced and quoted in this paragraph of the Complaint speak for  
5 themselves. MITAC denies that this Court has personal jurisdiction over MITAC in this matter.  
6 MITAC admits the Seattle engineering center opened on approximately August 3, 2015, in Seattle,  
7 Washington, and that the opening was attended by MITAC representatives and representatives  
8 from the state of Washington, among others. MITAC further admits: eight engineers work for  
9 MITAC America at the Seattle engineering center that have been seconded from MITAC, as well  
10 as other employees; MITAC America and AeroTEC assist MITAC in MITAC's efforts to develop  
11 and certify the MRJ. Any remaining allegations in this paragraph are denied.

12 **ANSWER TO COMPLAINT 17:**

13 The documents referenced and quoted in this paragraph of the Complaint speak for  
14 themselves. MITAC denies that this Court has personal jurisdiction over MITAC in this matter.  
15 MITAC admits Hiromichi Morimoto has attended events across the globe on behalf of MITAC,  
16 including Seattle and the State of Washington. MITAC admits Mr. Morimoto attended the events  
17 alleged in this paragraph.

18 **ANSWER TO COMPLAINT 18:**

19 MITAC denies that it has committed trade secret misappropriation in the State of  
20 Washington or this judicial district, or anywhere else. The remaining allegations in this paragraph  
21 assert legal conclusions to which no response is required. To the extent a response is required,  
22 MITAC denies that this Court has personal jurisdiction over MITAC in this matter.

23 **ANSWER TO COMPLAINT 19:**

24 MITAC denies that Defendant Delarche disclosed Bombardier trade secret information to  
25 MITAC. Upon information and belief, MITAC also denies that Delarche has traveled to the  
26 Western District of Washington since transferring to Japan. The remaining allegations in this

1 paragraph contain legal conclusions and concern parties other than MITAC, and therefore no  
2 response is required. To the extent a response is required, MITAC lacks knowledge or information  
3 sufficient to form a belief as to the truth, if any, of the allegations in this paragraph, and therefore  
4 denies them.

5 **ANSWER TO COMPLAINT 20:**

6 The documents referenced and quoted in this paragraph of the Complaint speak for  
7 themselves. MITAC denies that Defendant Ayre disclosed Bombardier trade secret information to  
8 MITAC. Upon information and belief, MITAC also denies Ayre visited the engineering center or  
9 the flight-test center during the time period alleged in this paragraph. The remaining allegations  
10 in this paragraph concern parties other than MITAC and contain legal conclusions, and therefore  
11 no response is required. To the extent a response is required, MITAC lacks knowledge or  
12 information sufficient to form a belief as to the truth, if any, of the remaining allegations in this  
13 paragraph, and therefore denies them.

14 **ANSWER TO COMPLAINT 21:**

15 This paragraph asserts a legal conclusion to which no response is required. To the extent  
16 a response is required, MITAC denies that venue is proper in this judicial district for the claims  
17 brought against MITAC, and denies that it has committed wrongful acts within this judicial district  
18 and further denies that Bombardier is entitled to any relief sought herein.

19 **FACTUAL ALLEGATIONS**

20 **ANSWER TO COMPLAINT 22:**

21 MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any,  
22 of the allegations in this paragraph, and therefore denies them.

23 **ANSWER TO COMPLAINT 23:**

24 MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any,  
25 of the allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 24:**

On information and belief, MITAC admits the C-Series appears to be a family of narrow-body, geared turbofan twin-engine, medium-range jet airliners. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 25:**

MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 26:**

MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 27:**

MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 28:**

MITAC admits the FAA, Transport Canada, and EASA require certain regulatory standards to be met for the purposes of airworthiness and public safety. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 29:**

MITAC admits these allegations to the extent they are consistent with the referenced laws, regulations, and regulatory materials. MITAC denies any remaining allegations not specifically admitted herein.

1 **ANSWER TO COMPLAINT 30:**

2 MITAC admits these allegations to the extent they are consistent with the referenced laws,  
3 regulations, and regulatory materials. MITAC denies any remaining allegations not specifically  
4 admitted herein.

5 **ANSWER TO COMPLAINT 31:**

6 MITAC admits these allegations to the extent they are consistent with the referenced laws,  
7 regulations, and regulatory materials. MITAC denies any remaining allegations not specifically  
8 admitted herein.

9 **ANSWER TO COMPLAINT 32:**

10 MITAC admits these allegations to the extent they are consistent with the referenced laws,  
11 regulations, and regulatory materials. MITAC denies any remaining allegations not specifically  
12 admitted herein.

13 **ANSWER TO COMPLAINT 33:**

14 MITAC admits these allegations to the extent they are consistent with the referenced laws,  
15 regulations, and regulatory materials. MITAC denies any remaining allegations not specifically  
16 admitted herein.

17 **ANSWER TO COMPLAINT 34:**

18 MITAC admits these allegations to the extent they are consistent with the referenced laws,  
19 regulations, and regulatory materials. MITAC denies any remaining allegations not specifically  
20 admitted herein.

21 **ANSWER TO COMPLAINT 35:**

22 The documents referenced and quoted in this paragraph of the Complaint speak for  
23 themselves. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if  
24 any, of the remaining allegations in this paragraph, and therefore denies them.  
25  
26



**ANSWER TO COMPLAINT 36:**

The allegations in this paragraph concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC admits that the MRJ has yet to receive all necessary certifications to enter into service. MITAC further admits that the MRJ is a narrow-body, geared turbofan twin-engine jet aircraft. MITAC denies the characterization of the MRJ as a “medium-range” jet aircraft. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 37:**

The documents referenced and quoted in this paragraph of the Complaint speak for themselves. MITAC admits it is responsible for developing the MRJ. To the extent the allegations in this paragraph concern parties other than MITAC, no response is required. To the extent a response is required, MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 38:**

The documents referenced and quoted in this paragraph of the Complaint speak for themselves. MITAC admits it has implemented design changes in the MRJ and that the MRJ schedule has been delayed.

**ANSWER TO COMPLAINT 39:**

The documents referenced and quoted in this paragraph of the Complaint speak for themselves. MITAC admits it oversees the production drawing phase and the manufacturing process of the MRJ project. MITAC further admits that the MRJ schedule has been delayed.

**ANSWER TO COMPLAINT 40:**

The documents referenced and quoted in this paragraph of the Complaint speak for themselves. MITAC admits that the MRJ schedule has been delayed. MITAC has insufficient

1 knowledge and information to admit or deny whether JCAB “locally instituted the FAA system to  
2 keep certification regulations internationally consistent” and therefore denies the same.

3 **ANSWER TO COMPLAINT 41:**

4 The documents referenced and quoted in this paragraph of the Complaint speak for  
5 themselves. MITAC admits that the MRJ schedule has been delayed.

6 **ANSWER TO COMPLAINT 42:**

7 The documents referenced and quoted in this paragraph of the Complaint speak for  
8 themselves. MITAC admits that the MRJ schedule has been delayed. MITAC has insufficient  
9 knowledge and information to admit or deny the characterization of the bases for the timing of the  
10 announcements as “unclear,” and therefore denies the same. MITAC denies the characterization  
11 of the work remaining to certify the MRJ after August 2013.

12 **ANSWER TO COMPLAINT 43:**

13 The documents referenced and quoted in this paragraph of the Complaint speak for  
14 themselves. MITAC has insufficient knowledge and information to admit or deny the  
15 characterization of a “clear road ahead,” and therefore denies the same. MITAC admits that during  
16 the time period alleged in this paragraph, MITAC sought to add personnel with certification  
17 experience to supplement existing resources. MITAC denies that during the time period alleged  
18 MITAC did not have any personnel with certification experience. MITAC admits that MITAC  
19 America is its subsidiary, but denies that MITAC America was formed on June 4, 2014. MITAC  
20 also denies MITAC America was formed for the purposes alleged in this paragraph. MITAC  
21 admits that AeroTEC provides services to help the MRJ certification project.

22 **ANSWER TO COMPLAINT 44:**

23 The documents referenced and quoted in this paragraph of the Complaint speak for  
24 themselves. MITAC admits that the MRJ schedule has been delayed, including the maiden voyage  
25 to November 11, 2015. MITAC admits the MRJ flight testing in the United States is managed by  
26 MITAC America at the Seattle engineering center and the Moses Lake Flight Test Center, and that

1 AeroTEC and MITAC America employees (including those seconded from MITAC Japan) work  
2 at both locations. MITAC further admits that the development and certification of the MRJ is  
3 directed by MITAC. The remaining allegations in paragraph 44 are denied.

4 **ANSWER TO COMPLAINT 45:**

5 The documents referenced and quoted in this paragraph of the Complaint speak for  
6 themselves. MITAC admits that the MRJ schedule has been delayed. MITAC denies the  
7 characterization of the causes of the delay.

8 **ANSWER TO COMPLAINT 46:**

9 The documents referenced and quoted in this paragraph of the Complaint speak for  
10 themselves. MITAC admits that the MRJ schedule has been delayed. MITAC has insufficient  
11 knowledge and information to admit or deny the opinions of industry analysts and therefore denies  
12 the same.

13 **ANSWER TO COMPLAINT 47:**

14 The documents referenced and quoted in this paragraph of the Complaint speak for  
15 themselves. MITAC admits that the MRJ schedule has been delayed.

16 **ANSWER TO COMPLAINT 48:**

17 The documents referenced and quoted in this paragraph of the Complaint speak for  
18 themselves. MITAC admits that the MRJ schedule has been delayed.

19 **ANSWER TO COMPLAINT 49:**

20 The documents referenced and quoted in this paragraph of the Complaint speak for  
21 themselves. MITAC admits that the MRJ schedule has been delayed.

22 **ANSWER TO COMPLAINT 50:**

23 The documents referenced and quoted in this paragraph of the Complaint speak for  
24 themselves. MITAC admits that the MRJ schedule has been delayed. MITAC denies the  
25 characterization that MITAC's identification of the certification issues was the result of MITAC  
26

1 hiring former Bombardier employees. Upon information and belief, MITAC also denies the job  
2 title alleged for Defendant Korwin-Szymanowski.

3 **ANSWER TO COMPLAINT 51:**

4 The documents referenced and quoted in this paragraph of the Complaint speak for  
5 themselves. MITAC admits it was involved in organizing and promoting a job fair in Montreal.  
6 MITAC admits that it hired Keith Ayre. MITAC denies that Bombardier has sufficiently identified  
7 any purported trade secrets and further denies that MITAC has misappropriated any Bombardier  
8 trade secrets. MITAC denies the remaining allegations in this paragraph directed at MITAC. To  
9 the extent the allegations in this paragraph concern parties other than MITAC, no response is  
10 required. To the extent a response is required, MITAC lacks knowledge or information sufficient  
11 to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore  
12 denies them.

13 **ANSWER TO COMPLAINT 52:**

14 The allegations in this paragraph concern parties other than MITAC, and therefore no  
15 response is required. To the extent a response is required, MITAC lacks knowledge or information  
16 sufficient to form a belief as to the truth, if any, of the allegations in this paragraph, and therefore  
17 denies them.

18 **ANSWER TO COMPLAINT 53:**

19 The documents referenced and quoted in this paragraph of the Complaint speak for  
20 themselves. MITAC admits it recruits qualified personnel from other companies around the world,  
21 and will at times use professional recruiting services to assist in recruitment. MITAC also  
22 advertises under its own name to obtain applicants. MITAC denies the remaining allegations in  
23 this paragraph concerning MITAC. To the extent the allegations in this paragraph contain legal  
24 conclusions and concern parties other than MITAC, no response is required. To the extent a  
25 response is required, MITAC lacks knowledge or information sufficient to form a belief as to the  
26 truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 54:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 55:**

The allegations in this paragraph concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 56:**

MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. The remaining allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 57:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 58:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC lacks

1 knowledge or information sufficient to form a belief as to the truth, if any, of the allegations in this  
2 paragraph, and therefore denies them.

3 **ANSWER TO COMPLAINT 59:**

4 The allegations in this paragraph concern parties other than MITAC, and therefore no  
5 response is required. To the extent a response is required, MITAC lacks knowledge or information  
6 sufficient to form a belief as to the truth, if any, of the allegations in this paragraph, and therefore  
7 denies them.

8 **ANSWER TO COMPLAINT 60:**

9 The documents referenced and quoted in this paragraph of the Complaint speak for  
10 themselves. MITAC denies the allegations in this paragraph directed at MITAC. The remaining  
11 allegations contain legal conclusions and concern parties other than MITAC, and therefore no  
12 response is required. To the extent a response is required, MITAC lacks knowledge or information  
13 sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and  
14 therefore denies them.

15 **ANSWER TO COMPLAINT 61:**

16 The allegations in this paragraph concern parties other than MITAC, and therefore no  
17 response is required. To the extent a response is required, MITAC lacks knowledge or information  
18 sufficient to form a belief as to the truth, if any, of the allegations in this paragraph, and therefore  
19 denies them.

20 **ANSWER TO COMPLAINT 62:**

21 The allegations in this paragraph concern parties other than MITAC, and therefore no  
22 response is required. To the extent a response is required, MITAC lacks knowledge or information  
23 sufficient to form a belief as to the truth, if any, of the allegations in this paragraph, and therefore  
24 denies them.

**ANSWER TO COMPLAINT 63:**

The documents referenced and quoted in this paragraph of the Complaint speak for themselves. MITAC denies the allegations in this paragraph directed at MITAC. The remaining allegations concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 64:**

The documents referenced and quoted in this paragraph of the Complaint speak for themselves. MITAC admits that its outside counsel exchanged correspondence with Bombardier outside counsel, including on September 13, 2018, but denies the characterization of the correspondence between the parties.

**ANSWER TO COMPLAINT 65:**

The documents referenced and quoted in this paragraph of the Complaint speak for themselves. MITAC denies the allegations in this paragraph directed at MITAC. The remaining allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the allegations, and therefore denies them.

**ANSWER TO COMPLAINT 66:**

MITAC denies the allegations directed to MITAC in the paragraph, and specifically denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. The remaining allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

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**ANSWER TO COMPLAINT 67:**

MITAC admits that MITAC, and upon information and belief MITAC America and AeroTEC, employ qualified individuals, some of whom formerly worked for Bombardier and other aerospace companies around the world. MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. The remaining allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 68:**

The documents referenced and quoted in this paragraph of the Complaint speak for themselves. MITAC admits Defendant Basson works for AeroTEC. The remaining allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC also denies Bombardier's Code of Ethics precludes employees from emailing documents to themselves. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 69:**

The documents referenced and quoted in this paragraph of the Complaint speak for themselves. MITAC admits Defendant Delarche worked for AeroTEC and works for MITAC. The remaining allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC also denies Bombardier's



1 Code of Ethics precludes employees from emailing documents to themselves. MITAC lacks  
2 knowledge or information sufficient to form a belief as to the truth, if any, of the remaining  
3 allegations in this paragraph, and therefore denies them.

4 **ANSWER TO COMPLAINT 70:**

5 MITAC denies that Bombardier has sufficiently identified any purported trade secrets and  
6 further denies that MITAC has misappropriated any Bombardier trade secrets. The remaining  
7 allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and  
8 therefore no response is required. To the extent a response is required, MITAC lacks knowledge  
9 or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this  
10 paragraph, and therefore denies them.

11 **ANSWER TO COMPLAINT 71:**

12 The documents referenced and quoted in this paragraph of the Complaint speak for  
13 themselves. MITAC admits Defendant Dorneval works for AeroTEC. The remaining allegations  
14 in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore  
15 no response is required. To the extent a response is required, MITAC denies that Bombardier has  
16 sufficiently identified any purported trade secrets and further denies that MITAC has  
17 misappropriated any Bombardier trade secrets. MITAC also denies Bombardier's Code of Ethics  
18 precludes employees from emailing documents to themselves. MITAC lacks knowledge or  
19 information sufficient to form a belief as to the truth, if any, of the remaining allegations in this  
20 paragraph, and therefore denies them.

21 **ANSWER TO COMPLAINT 72:**

22 The allegations in this paragraph contain legal conclusions and concern parties other than  
23 MITAC, and therefore no response is required. To the extent a response is required, MITAC denies  
24 that Bombardier has sufficiently identified any purported trade secrets and further denies that  
25 MITAC has misappropriated any Bombardier trade secrets. MITAC also denies Bombardier's  
26 Code of Ethics precludes employees from emailing documents to themselves. MITAC lacks

1 knowledge or information sufficient to form a belief as to the truth, if any, of the allegations in this  
2 paragraph, and therefore denies them.

3 **ANSWER TO COMPLAINT 73:**

4 The allegations in this paragraph contain legal conclusions and concern parties other than  
5 MITAC, and therefore no response is required. To the extent a response is required, MITAC denies  
6 that Bombardier has sufficiently identified any purported trade secrets and further denies that  
7 MITAC has misappropriated any Bombardier trade secrets. MITAC also denies Bombardier's  
8 Code of Ethics precludes employees from emailing documents to themselves. MITAC lacks  
9 knowledge or information sufficient to form a belief as to the truth, if any, of the allegations in this  
10 paragraph, and therefore denies them.

11 **ANSWER TO COMPLAINT 74:**

12 The documents referenced and quoted in this paragraph of the Complaint speak for  
13 themselves. MITAC admits it employs Defendant Ayre. The remaining allegations in this  
14 paragraph contain legal conclusions and concern parties other than MITAC, and therefore no  
15 response is required. To the extent a response is required, MITAC denies that Bombardier has  
16 sufficiently identified any purported trade secrets and further denies that MITAC has  
17 misappropriated any Bombardier trade secrets. MITAC also denies Bombardier's Code of Ethics  
18 precludes employees from emailing documents to themselves. MITAC lacks knowledge or  
19 information sufficient to form a belief as to the truth, if any, of the allegations in this paragraph,  
20 and therefore denies them.

21 **ANSWER TO COMPLAINT 75:**

22 The allegations in this paragraph contain legal conclusions and concern parties other than  
23 MITAC, and therefore no response is required. To the extent a response is required, MITAC denies  
24 that Bombardier has sufficiently identified any purported trade secrets and further denies that  
25 MITAC has misappropriated any Bombardier trade secrets. MITAC also denies Bombardier's  
26 Code of Ethics precludes employees from emailing documents to themselves. MITAC lacks

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1 knowledge or information sufficient to form a belief as to the truth, if any, of the allegations in this  
2 paragraph, and therefore denies them.

3 **ANSWER TO COMPLAINT 76:**

4 The allegations in this paragraph contain legal conclusions and concern parties other than  
5 MITAC, and therefore no response is required. To the extent a response is required, MITAC denies  
6 that Bombardier has sufficiently identified any purported trade secrets and further denies that  
7 MITAC has misappropriated any Bombardier trade secrets. MITAC also denies Bombardier's  
8 Code of Ethics precludes employees from emailing documents to themselves. MITAC lacks  
9 knowledge or information sufficient to form a belief as to the truth, if any, of the allegations in this  
10 paragraph, and therefore denies them.

11 **ANSWER TO COMPLAINT 77:**

12 The documents referenced and quoted in this paragraph of the Complaint speak for  
13 themselves. MITAC admits that Defendant Ayre signed and dated a MITAC Employee Proprietary  
14 Information, Inventions, Non-Competition and Non-Solicitation Agreement. MITAC denies the  
15 remaining allegations directed at MITAC in this paragraph. The remaining allegations in this  
16 paragraph contain legal conclusions and concern parties other than MITAC, and therefore no  
17 response is required. To the extent a response is required, MITAC denies that Bombardier has  
18 sufficiently identified any purported trade secrets and further denies that MITAC has  
19 misappropriated any Bombardier trade secrets. MITAC also denies Bombardier's Code of Ethics  
20 precludes employees from emailing documents to themselves. MITAC lacks knowledge or  
21 information sufficient to form a belief as to the truth, if any, of the remaining allegations in this  
22 paragraph, and therefore denies them.

23 **ANSWER TO COMPLAINT 78:**

24 The documents referenced and quoted in this paragraph of the Complaint speak for  
25 themselves. MITAC admits that it employs Koki Fukuda. MITAC denies that Bombardier has  
26 sufficiently identified any purported trade secrets and further denies that MITAC has

1 misappropriated any Bombardier trade secrets. MITAC denies Bombardier's Code of Ethics  
2 precludes employees from emailing documents to themselves. The remaining allegations in this  
3 paragraph contain legal conclusions and concern parties other than MITAC, and therefore no  
4 response is required. To the extent a response is required, MITAC lacks knowledge or information  
5 sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and  
6 therefore denies them.

7 **ANSWER TO COMPLAINT 79:**

8 The documents referenced and quoted in this paragraph of the Complaint speak for  
9 themselves. MITAC denies that Bombardier has sufficiently identified any purported trade secrets  
10 and denies that MITAC has misappropriated any Bombardier trade secret. MITAC further denies  
11 the characterization of the MRJ certification efforts. The remaining allegations in this paragraph  
12 contain legal conclusions and concern parties other than MITAC, and therefore no response is  
13 required. To the extent a response is required, MITAC lacks knowledge or information sufficient  
14 to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore  
15 denies them.

16 **ANSWER TO COMPLAINT 80:**

17 MITAC denies Defendant Ayre visited and participated in MRJ certification efforts in  
18 Washington. MITAC admits Ayre participated in an in-person interview at a Washington hotel as  
19 part of his recruitment. The allegations in this paragraph contain legal conclusions and concern  
20 parties other than MITAC, and therefore no response is required. To the extent a response is  
21 required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets  
22 and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks  
23 knowledge or information sufficient to form a belief as to the truth, if any, of the remaining  
24 allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 81:**

MITAC admits that Andrius Knystautas works for MITAC. The remaining allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 82:**

The documents referenced and quoted in this paragraph of the Complaint speak for themselves. MITAC denies the allegations directed at MITAC in this paragraph. The remaining allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 83:**

The documents referenced and quoted in this paragraph of the Complaint speak for themselves. MITAC admits MITAC America is MITAC's subsidiary but denies that MITAC America was formed on June 4, 2014. MITAC denies MITAC America was formed for the purposes alleged in this paragraph.

**ANSWER TO COMPLAINT 84:**

The documents referenced and quoted in this paragraph of the Complaint speak for themselves. The remaining allegations in this paragraph contain legal conclusions and concern

1 parties other than MITAC, and therefore no response is required. To the extent a response is  
2 required, MITAC denies MITAC America is an alter ego of MITAC.

3 **ANSWER TO COMPLAINT 85:**

4 MITAC admits that it is working together with MITAC America and AeroTEC to certify  
5 the MRJ. MITAC denies the characterization of the relationship among the entities in this  
6 paragraph.

7 **ANSWER TO COMPLAINT 86:**

8 The documents referenced and quoted in this paragraph of the Complaint speak for  
9 themselves. MITAC admits Hirofumi Takahashi has held roles in both companies but denies he  
10 has held roles in both companies simultaneously. MITAC denies the characterization of the  
11 relationship between MITAC and MITAC America.

12 **ANSWER TO COMPLAINT 87:**

13 Admitted.

14 **ANSWER TO COMPLAINT 88:**

15 Admitted.

16 **ANSWER TO COMPLAINT 89:**

17 MITAC admits MITAC America is a wholly owned subsidiary of MITAC. MITAC  
18 denies that MITAC America generates no revenue of its own.

19 **ANSWER TO COMPLAINT 90:**

20 MITAC denies that MITAC America generates no profit of its own.

21 **ANSWER TO COMPLAINT 91:**

22 Denied.

23 **ANSWER TO COMPLAINT 92:**

24 The documents referenced and quoted in this paragraph of the Complaint speak for  
25 themselves. MITAC denies the characterization of the MRJ certification process in this  
26 paragraph.

**ANSWER TO COMPLAINT 93:**

Denied.

**ANSWER TO COMPLAINT 94:**

Denied.

**ANSWER TO COMPLAINT 95:**

Denied.

**ANSWER TO COMPLAINT 96:**

MITAC admits that Mr. Knystautas works for MITAC. The remaining allegations in this paragraph concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

**CLAIMS FOR RELIEF****Count I: Violation of the Defend Trade Secrets Act, 18 U.S.C. § 1836 *et seq.* (MITAC)****ANSWER TO COMPLAINT 97:**

MITAC incorporates by reference its answers to the allegations in the preceding paragraphs.

**ANSWER TO COMPLAINT 98:**

MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 99:**

Denied

**ANSWER TO COMPLAINT 100:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies the allegations in this paragraph

**ANSWER TO COMPLAINT 101:**

MITAC admits that the MRJ is a narrow-body, geared turbofan twin-engine jet aircraft. MITAC denies the characterization of the MRJ as a “medium-range” jet aircraft. The remaining allegations in this paragraph contain legal conclusions and therefore no response is required. To the extent a response is required, MITAC denies the allegations in this paragraph.

**ANSWER TO COMPLAINT 102:**

The documents referenced and quoted in this paragraph of the Complaint speak for themselves. MITAC admits that the MRJ is a narrow-body, geared turbofan twin-engine jet aircraft. MITAC further admits it employs qualified individuals who formerly worked for other aerospace companies around the world. MITAC admits that the MRJ schedule has been delayed. MITAC admits it was involved in organizing and promoting a job fair in Montreal. MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC further denies MITAC America is the alter ego of MITAC. To the extent the remaining allegations in this paragraph contain legal conclusions and concern parties other than MITAC, no response is required. To the extent a response is required, MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations concerning parties other than MITAC in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 103:**

MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. To the extent the remaining allegations in this paragraph contain legal conclusions and concern parties other than



MITAC, no response is required. To the extent a response is required, MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations concerning parties other than MITAC in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 104:**

MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. To the extent the remaining allegations in this paragraph contain legal conclusions and concern parties other than MITAC, no response is required. To the extent a response is required, MITAC denies the remaining allegations.

**ANSWER TO COMPLAINT 105:**

The allegations in this paragraph contain legal conclusions, and therefore no response is required. To the extent a response is required, MITAC denies the allegations in this paragraph.

**ANSWER TO COMPLAINT 106:**

The allegations in this paragraph contain legal conclusions, and therefore no response is required. To the extent a response is required, MITAC denies the allegations in this paragraph.

**ANSWER TO COMPLAINT 107:**

The allegations in this paragraph contain legal conclusions, and therefore no response is required. To the extent a response is required, MITAC denies the allegations in this paragraph.

**ANSWER TO COMPLAINT 108:**

The allegations in this paragraph contain legal conclusions, and therefore no response is required. To the extent a response is required, MITAC denies the allegations in this paragraph.

**Count II: Violation of the Washington Uniform Trade Secrets Act (WUTSA),**

**RCW 19.108.010 et seq. (MITAC)**

**ANSWER TO COMPLAINT 109:**

MITAC incorporates by reference its answers to the allegations in the preceding paragraphs.

**ANSWER TO COMPLAINT 110:**

Denied

**ANSWER TO COMPLAINT 111:**

Denied

**ANSWER TO COMPLAINT 112:**

The allegations in this paragraph contain legal conclusions, and therefore no response is required. To the extent a response is required, MITAC denies the allegations in this paragraph.

**ANSWER TO COMPLAINT 113:**

MITAC admits that the MRJ is a narrow-body, geared turbofan twin-engine jet aircraft. The remaining allegations in this paragraph contain legal conclusions, and therefore no response is required. To the extent a response is required, MITAC denies the remaining allegations in this paragraph.

**ANSWER TO COMPLAINT 114:**

The documents referenced and quoted in this paragraph of the Complaint speak for themselves. MITAC admits that the MRJ is a narrow-body, geared turbofan twin-engine jet aircraft. MITAC further admits it employs qualified individuals, some of whom formerly worked for other aerospace companies around the world. MITAC admits that the MRJ schedule has been delayed. MITAC admits it was involved in organizing and promoting a job fair in Montreal. MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC further denies MITAC America is the alter ego of MITAC. To the extent the remaining allegations in this paragraph contain legal conclusions and concern parties other than MITAC, no response is required. To the extent a response is required, MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations concerning parties other than MITAC in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 115:**

MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. To the extent the remaining allegations in this paragraph contain legal conclusions and concern parties other than MITAC, no response is required. To the extent a response is required, MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations concerning parties other than MITAC in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 116:**

MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. To the extent the remaining allegations in this paragraph contain legal conclusions and concern parties other than MITAC, no response is required. To the extent a response is required, MITAC denies the remaining allegations.

**ANSWER TO COMPLAINT 117:**

The allegations in this paragraph contain legal conclusions, and therefore no response is required. To the extent a response is required, MITAC denies the allegations in this paragraph.

**ANSWER TO COMPLAINT 118:**

The allegations in this paragraph contain legal conclusions, and therefore no response is required. To the extent a response is required, MITAC denies the allegations in this paragraph.

**ANSWER TO COMPLAINT 119:**

The allegations in this paragraph contain legal conclusions, and therefore no response is required. To the extent a response is required, MITAC denies the allegations in this paragraph.

**ANSWER TO COMPLAINT 120:**

The allegations in this paragraph contain legal conclusions, and therefore no response is required. To the extent a response is required, MITAC denies the allegations in this paragraph.

**Count III: Violation of the Defend Trade Secrets Act (DTSA), 18 U.S.C. § 1836 et seq.****(MITAC America)****ANSWER TO COMPLAINT 121:**

MITAC incorporates by reference its answers to the allegations in the preceding paragraphs.

**ANSWER TO COMPLAINT 122:**

Denied.

**ANSWER TO COMPLAINT 123:**

Denied.

**ANSWER TO COMPLAINT 124:**

Denied.

**ANSWER TO COMPLAINT 125:**

The allegations in this paragraph contain legal conclusions and parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies the allegations in this paragraph.

**ANSWER TO COMPLAINT 126:**

MITAC admits that the MRJ is a narrow-body, geared turbofan twin-engine jet aircraft. MITAC denies the characterization of the MRJ as a “medium-range” jet aircraft. The remaining allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies the allegations in this paragraph.

**ANSWER TO COMPLAINT 127:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or

1 information sufficient to form a belief as to the truth, if any, of the remaining allegations in this  
2 paragraph, and therefore denies them.

3 **ANSWER TO COMPLAINT 128:**

4 The documents referenced and quoted in this paragraph of the Complaint speak for  
5 themselves. MITAC admits that the MRJ is a narrow-body, geared turbofan twin-engine jet  
6 aircraft. MITAC further admits it employs qualified individuals who formerly worked for other  
7 aerospace companies around the world. MITAC admits that the MRJ schedule has been delayed.  
8 MITAC admits it was involved in organizing and promoting a job fair in Montreal. To the extent  
9 the remaining allegations in this paragraph contain legal conclusions and concern parties other  
10 than MITAC, no response is required. To the extent a response is required, MITAC denies that  
11 Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC  
12 has misappropriated any Bombardier trade secrets. MITAC further denies MITAC America is the  
13 alter ego of MITAC. MITAC lacks knowledge or information sufficient to form a belief as to the  
14 truth, if any, of the remaining allegations concerning parties other than MITAC in this paragraph,  
15 and therefore denies them. To the extent the allegations in this paragraph concern MITAC, those  
16 allegations are denied.

17 **ANSWER TO COMPLAINT 129:**

18 The allegations in this paragraph contain legal conclusions and concern parties other than  
19 MITAC, and therefore no response is required. To the extent a response is required, MITAC  
20 denies that Bombardier has sufficiently identified any purported trade secrets and further denies  
21 that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or  
22 information sufficient to form a belief as to the truth, if any, of the remaining allegations in this  
23 paragraph, and therefore denies them.

24 **ANSWER TO COMPLAINT 130:**

25 MITAC denies the allegations directed at MITAC. The remaining allegations in this  
26 paragraph contain legal conclusions and concern parties other than MITAC, and therefore no

1 response is required. To the extent a response is required, MITAC denies that Bombardier has  
2 sufficiently identified any purported trade secrets and further denies that MITAC has  
3 misappropriated any Bombardier trade secrets. MITAC further denies MITAC America is the alter  
4 ego of MITAC. MITAC lacks knowledge or information sufficient to form a belief as to the truth,  
5 if any, of the remaining allegations in this paragraph, and therefore denies them.

6 **ANSWER TO COMPLAINT 131:**

7 MITAC denies the allegations directed at MITAC. The remaining allegations in this  
8 paragraph contain legal conclusions and concern parties other than MITAC, and therefore no  
9 response is required. To the extent a response is required, MITAC denies that Bombardier has  
10 sufficiently identified any purported trade secrets, denies that MITAC has misappropriated any  
11 Bombardier trade secrets, and also denies MITAC America is the alter ego of MITAC. MITAC  
12 lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining  
13 allegations in this paragraph, and therefore denies them.

14 **ANSWER TO COMPLAINT 132:**

15 The allegations in this paragraph contain legal conclusions and concern parties other than  
16 MITAC, and therefore no response is required. To the extent a response is required MITAC  
17 denies that Bombardier has sufficiently identified any purported trade secrets and further denies  
18 that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or  
19 information sufficient to form a belief as to the truth, if any, of the remaining allegations in this  
20 paragraph, and therefore denies them.

21 **ANSWER TO COMPLAINT 133:**

22 The allegations in this paragraph contain legal conclusions and concern parties other than  
23 MITAC, and therefore no response is required. To the extent a response is required, MITAC  
24 denies that Bombardier has sufficiently identified any purported trade secrets and further denies  
25 that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or  
26

1 information sufficient to form a belief as to the truth, if any, of the remaining allegations in this  
2 paragraph, and therefore denies them.

3 **ANSWER TO COMPLAINT 134:**

4 The allegations in this paragraph contain legal conclusions and concern parties other than  
5 MITAC, and therefore no response is required. To the extent a response is required, MITAC  
6 denies that Bombardier has sufficiently identified any purported trade secrets and further denies  
7 that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or  
8 information sufficient to form a belief as to the truth, if any, of the remaining allegations in this  
9 paragraph, and therefore denies them.

10 **ANSWER TO COMPLAINT 135:**

11 The allegations in this paragraph contain legal conclusions and concern parties other than  
12 MITAC, and therefore no response is required. To the extent a response is required, MITAC  
13 denies that Bombardier has sufficiently identified any purported trade secrets and further denies  
14 that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or  
15 information sufficient to form a belief as to the truth, if any, of the remaining allegations in this  
16 paragraph, and therefore denies them.

17  
18 **Count IV: Violation of the Washington Uniform Trade Secrets Act (WUTSA),**

19 **RCW 19.108.010 et seq. (MITAC AMERICA)**

20 **ANSWER TO COMPLAINT 136:**

21 MITAC incorporates by reference its answers to the allegations in the preceding  
22 paragraphs.

23 **ANSWER TO COMPLAINT 137:**

24 Denied.

25 **ANSWER TO COMPLAINT 138:**

26 Denied.

1 **ANSWER TO COMPLAINT 139:**

2 Denied.

3 **ANSWER TO COMPLAINT 140:**

4 The allegations in this paragraph contain legal conclusions, and therefore no response is  
5 required. To the extent a response is required, MITAC denies the allegations in this paragraph.

6 **ANSWER TO COMPLAINT 141:**

7 MITAC admits that the MRJ is a narrow-body, geared turbofan twin-engine jet aircraft.  
8 MITAC denies the characterization of the MRJ as a “medium-range” jet aircraft. The remaining  
9 allegations in this paragraph contain legal conclusions, and therefore no response is required. To  
10 the extent a response is required, MITAC denies the remaining allegations in this paragraph.

11 **ANSWER TO COMPLAINT 142:**

12 The allegations in this paragraph contain legal conclusions and concern parties other than  
13 MITAC, and therefore no response is required. To the extent a response is required, MITAC  
14 denies that Bombardier has sufficiently identified any purported trade secrets and further denies  
15 that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or  
16 information sufficient to form a belief as to the truth, if any, of the remaining allegations  
17 concerning parties other than MITAC in this paragraph, and therefore denies them. To the extent  
18 the allegations in this paragraph concern MITAC, those allegations are denied.

19 **ANSWER TO COMPLAINT 143:**

20 The documents referenced and quoted in this paragraph of the Complaint speak for  
21 themselves. MITAC admits that the MRJ is a narrow-body, geared turbofan twin-engine jet  
22 aircraft. MITAC further admits it employs qualified individuals, some of whom formerly worked  
23 for other aerospace companies around the world. MITAC admits that the MRJ schedule has been  
24 delayed. MITAC admits it was involved in organizing and promoting a job fair in Montreal. To  
25 the extent the allegations in this paragraph contain legal conclusions and concern parties other than  
26 MITAC, no response is required. To the extent a response is required, MITAC denies that



1 Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC  
2 has misappropriated any Bombardier trade secrets. MITAC further denies MITAC America is the  
3 alter ego of MITAC. MITAC lacks knowledge or information sufficient to form a belief as to the  
4 truth, if any, of the remaining allegations concerning parties other than MITAC in this paragraph,  
5 and therefore denies them. To the extent the allegations in this paragraph concern MITAC, those  
6 allegations are denied.

7 **ANSWER TO COMPLAINT 144:**

8 The allegations in this paragraph contain legal conclusions and concern parties other than  
9 MITAC, and therefore no response is required. To the extent a response is required, MITAC  
10 denies that Bombardier has sufficiently identified any purported trade secrets and further denies  
11 that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or  
12 information sufficient to form a belief as to the truth, if any, of the remaining allegations in this  
13 paragraph, and therefore denies them.

14 **ANSWER TO COMPLAINT 145:**

15 MITAC denies the allegations directed at MITAC. MITAC specifically denies MITAC  
16 America is the alter ego of MITAC. The remaining allegations in this paragraph contain legal  
17 conclusions and concern parties other than MITAC, and therefore no response is required. To the  
18 extent a response is required, MITAC lacks knowledge or information sufficient to form a belief  
19 as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

20 **ANSWER TO COMPLAINT 146:**

21 MITAC denies the allegations directed at MITAC. The remaining allegations in this  
22 paragraph contain legal conclusions and concern parties other than MITAC, and therefore no  
23 response is required. To the extent a response is required, MITAC denies that Bombardier has  
24 sufficiently identified any purported trade secrets, denies that MITAC has misappropriated any  
25 Bombardier trade secrets, also denies MITAC America is the alter ego of MITAC. MITAC lacks  
26

1 knowledge or information sufficient to form a belief as to the truth, if any, of the remaining  
2 allegations in this paragraph, and therefore denies them.

3 **ANSWER TO COMPLAINT 147:**

4 The allegations in this paragraph contain legal conclusions, and therefore no response is  
5 required. To the extent a response is required, MITAC denies the allegations in this paragraph.

6 **ANSWER TO COMPLAINT 148:**

7 The allegations in this paragraph contain legal conclusions, and therefore no response is  
8 required. To the extent a response is required, MITAC denies the allegations in this paragraph.

9 **ANSWER TO COMPLAINT 149:**

10 The allegations in this paragraph contain legal conclusions, and therefore no response is  
11 required. To the extent a response is required, MITAC denies the allegations in this paragraph.

12 **ANSWER TO COMPLAINT 150:**

13 The allegations in this paragraph contain legal conclusions, and therefore no response is  
14 required. To the extent a response is required, MITAC denies the allegations in this paragraph.

15  
16 **Count V: Violation of the Defend Trade Secrets Act (DTSA), 18 U.S.C. § 1836 et seq.**

17 **(AeroTEC)**

18 **ANSWER TO COMPLAINT 151:**

19 MITAC incorporates by reference its answers to the allegations in the preceding  
20 paragraphs.

21 **ANSWER TO COMPLAINT 152:**

22 Denied.

23 **ANSWER TO COMPLAINT 153:**

24 Denied.

**ANSWER TO COMPLAINT 154:**

The allegations in this paragraph contain legal conclusions and parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies the allegations in this paragraph.

**ANSWER TO COMPLAINT 155:**

MITAC admits that the MRJ is a narrow-body, geared turbofan twin-engine jet aircraft. MITAC denies the characterization of the MRJ as a “medium-range” jet aircraft. The remaining allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 156:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 157:**

The documents referenced and quoted in this paragraph of the Complaint speak for themselves. MITAC admits that AeroTEC is working on the MRJ project. MITAC further admits that MITAC, and upon information and belief AeroTEC, employ qualified individuals, some of whom formerly worked for other aerospace companies around the world. The remaining allegations in this paragraph concern parties other than MITAC, and therefore no response is

1 required. To the extent a response is required, MITAC denies that Bombardier has sufficiently  
2 identified any purported trade secrets and further denies that MITAC has misappropriated any  
3 Bombardier trade secrets. MITAC lacks knowledge or information sufficient to form a belief as  
4 to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

5 **ANSWER TO COMPLAINT 158:**

6 The allegations in this paragraph contain legal conclusions and concern parties other than  
7 MITAC, and therefore no response is required. To the extent a response is required, MITAC  
8 denies the allegations in this paragraph.

9 **ANSWER TO COMPLAINT 159:**

10 The allegations in this paragraph contain legal conclusions and concern parties other than  
11 MITAC, and therefore no response is required. To the extent a response is required, MITAC  
12 denies the allegations in this paragraph.

13 **ANSWER TO COMPLAINT 160:**

14 The allegations in this paragraph contain legal conclusions and concern parties other than  
15 MITAC, and therefore no response is required. To the extent a response is required, MITAC  
16 denies the allegations in this paragraph.

17 **ANSWER TO COMPLAINT 161:**

18 The allegations in this paragraph contain legal conclusions and concern parties other than  
19 MITAC, and therefore no response is required. To the extent a response is required, MITAC  
20 denies the allegations in this paragraph.

21  
22 **Count VI: Violation of the Washington Uniform Trade Secrets Act (WUTSA),**

23 **RCW 19.108.010 et seq. (AeroTEC)**

24 **ANSWER TO COMPLAINT 162:**

25 MITAC incorporates by reference its answers to the allegations in the preceding  
26 paragraphs.

1 **ANSWER TO COMPLAINT 163:**

2 Denied.

3 **ANSWER TO COMPLAINT 164:**

4 Denied.

5 **ANSWER TO COMPLAINT 165:**

6 The allegations in this paragraph contain legal conclusions and concern parties other than  
7 MITAC, and therefore no response is required. To the extent a response is required, MITAC  
8 denies the allegations in this paragraph.

9 **ANSWER TO COMPLAINT 166:**

10 MITAC admits that the MRJ is a narrow-body, geared turbofan twin-engine jet aircraft.  
11 MITAC denies the characterization of the MRJ as a “medium-range” jet aircraft. The remaining  
12 allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and  
13 therefore no response is required. To the extent a response is required, MITAC denies that  
14 Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC  
15 has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or information  
16 sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and  
17 therefore denies them.

18 **ANSWER TO COMPLAINT 167:**

19 The allegations in this paragraph contain legal conclusions and concern parties other than  
20 MITAC, and therefore no response is required. To the extent a response is required, MITAC  
21 denies that Bombardier has sufficiently identified any purported trade secrets and further denies  
22 that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or  
23 information sufficient to form a belief as to the truth, if any, of the remaining allegations in this  
24 paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 168:**

The documents referenced and quoted in this paragraph of the Complaint speak for themselves. MITAC admits that AeroTEC is working on the MRJ project. MITAC further admits that MITAC America, and upon information and belief AeroTEC, employ qualified individuals, some of whom formerly worked for other aerospace companies around the world. The remaining allegations in this paragraph concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 169:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies the allegations in this paragraph.

**ANSWER TO COMPLAINT 170:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies the allegations in this paragraph.

**ANSWER TO COMPLAINT 171:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies the allegations in this paragraph.

**ANSWER TO COMPLAINT 172:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies the allegations in this paragraph.

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**Count VII: Tortious Interference with Contractual Relationship and/or Business**

**Expectancy (MITAC)**

**ANSWER TO COMPLAINT 173:**

MITAC incorporates by reference its answers to the allegations in the preceding paragraphs.

**ANSWER TO COMPLAINT 174:**

Denied.

**ANSWER TO COMPLAINT 175:**

MITAC admits Delarche is employed by MITAC. MITAC denies the remaining allegations directed at MITAC. The remaining allegations in this paragraph concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC also denies Bombardier's Code of Ethics precludes employees from emailing documents to themselves. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 176:**

Denied.

**ANSWER TO COMPLAINT 177:**

Denied.

**ANSWER TO COMPLAINT 178:**

Denied.

**ANSWER TO COMPLAINT 179:**

MITAC admits that MITAC employs qualified individuals, some of whom formerly worked for other aerospace companies around the world. The remaining allegations in this

1 paragraph contain legal conclusions, and therefore no response is required. To the extent a  
2 response is required, MITAC denies the remaining allegations in this paragraph.

3 **ANSWER TO COMPLAINT 180:**

4 Denied.

5 **ANSWER TO COMPLAINT 181:**

6 Denied.

7 **ANSWER TO COMPLAINT 182:**

8 Denied.

9 **Count VIII: Tortious Interference with Contractual Relationship and/or Business**

10 **Expectancy (MITAC AMERICA)**

11 **ANSWER TO COMPLAINT 183:**

12 MITAC incorporates by reference its answers to the allegations in the preceding  
13 paragraphs.

14 **ANSWER TO COMPLAINT 184:**

15 The allegations in this paragraph contain legal conclusions and concern parties other than  
16 MITAC, and therefore no response is required. To the extent a response is required, MITAC  
17 denies the allegations in this paragraph.

18 **ANSWER TO COMPLAINT 185:**

19 The allegations in this paragraph contain legal conclusions and concern parties other than  
20 MITAC, and therefore no response is required. To the extent a response is required, MITAC  
21 denies the allegations in this paragraph.

22 **ANSWER TO COMPLAINT 186:**

23 The allegations in this paragraph contain legal conclusions and concern parties other than  
24 MITAC, and therefore no response is required. To the extent a response is required, MITAC  
25 denies the allegations in this paragraph.  
26



**ANSWER TO COMPLAINT 187:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies the allegations in this paragraph.

**ANSWER TO COMPLAINT 188:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies the allegations in this paragraph.

**ANSWER TO COMPLAINT 189:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies the allegations in this paragraph.

**Count IX: Tortious Interference with Contractual Relationship and/or Business Expectancy (AeroTEC)**

**ANSWER TO COMPLAINT 190:**

MITAC incorporates by reference its answers to the allegations in the preceding paragraphs.

**ANSWER TO COMPLAINT 191:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies the allegations in this paragraph.

**ANSWER TO COMPLAINT 192:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies the allegations in this paragraph.

**ANSWER TO COMPLAINT 193:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies the allegations in this paragraph.

**ANSWER TO COMPLAINT 194:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies the allegations in this paragraph.

**ANSWER TO COMPLAINT 195:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies the allegations in this paragraph.

**ANSWER TO COMPLAINT 196:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies the allegations in this paragraph.

**ANSWER TO COMPLAINT 197:**

The allegations in this paragraph concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 198:**

The allegations in this paragraph concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has

1 sufficiently identified any purported trade secrets and further denies that MITAC has  
2 misappropriated any Bombardier trade secrets. MITAC lacks knowledge or information sufficient  
3 to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore  
4 denies them.

5 **Count X: Violation of the Defend Trade Secrets Act, 18 U.S.C. § 1836 et seq.**

6 **(Laurus Basson)**

7 **ANSWER TO COMPLAINT 199:**

8 MITAC America incorporates by reference its answers to the allegations in the preceding  
9 paragraphs.

10 **ANSWER TO COMPLAINT 200:**

11 The allegations in this paragraph contain legal conclusions and concern parties other than  
12 MITAC, and therefore no response is required. To the extent a response is required, MITAC  
13 denies that Bombardier has sufficiently identified any purported trade secrets and further denies  
14 that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or  
15 information sufficient to form a belief as to the truth, if any, of the remaining allegations in this  
16 paragraph, and therefore denies them.

17 **ANSWER TO COMPLAINT 201:**

18 The allegations in this paragraph contain legal conclusions and concern parties other than  
19 MITAC, and therefore no response is required. To the extent a response is required, MITAC  
20 denies that Bombardier has sufficiently identified any purported trade secrets and further denies  
21 that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or  
22 information sufficient to form a belief as to the truth, if any, of the remaining allegations in this  
23 paragraph, and therefore denies them.

24 **ANSWER TO COMPLAINT 202:**

25 The allegations in this paragraph contain legal conclusions and concern parties other than  
26 MITAC, and therefore no response is required. To the extent a response is required, MITAC

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1 denies that Bombardier has sufficiently identified any purported trade secrets and further denies  
2 that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or  
3 information sufficient to form a belief as to the truth, if any, of the remaining allegations in this  
4 paragraph, and therefore denies them.

5 **ANSWER TO COMPLAINT 203:**

6 MITAC admits that the MRJ is a narrow-body, geared turbofan twin-engine jet aircraft.  
7 MITAC denies the characterization of the MRJ as a “medium-range” jet aircraft. To the extent the  
8 remaining allegations in this paragraph concern MITAC, those allegations are denied. The  
9 remaining allegations in this paragraph contain legal conclusions and concern parties other than  
10 MITAC, and therefore no response is required. To the extent a response is required, MITAC  
11 denies that Bombardier has sufficiently identified any purported trade secrets and further denies  
12 that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or  
13 information sufficient to form a belief as to the truth, if any, of the remaining allegations in this  
14 paragraph, and therefore denies them.

15 **ANSWER TO COMPLAINT 204:**

16 The allegations in this paragraph contain legal conclusions and concern parties other than  
17 MITAC, and therefore no response is required. To the extent a response is required, MITAC  
18 denies that Bombardier has sufficiently identified any purported trade secrets and further denies  
19 that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or  
20 information sufficient to form a belief as to the truth, if any, of the remaining allegations in this  
21 paragraph, and therefore denies them.

22 **ANSWER TO COMPLAINT 205:**

23 The allegations in this paragraph contain legal conclusions and concern parties other than  
24 MITAC, and therefore no response is required. To the extent a response is required, MITAC  
25 denies that Bombardier has sufficiently identified any purported trade secrets and further denies  
26 that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or

1 information sufficient to form a belief as to the truth, if any, of the remaining allegations in this  
2 paragraph, and therefore denies them.

3 **ANSWER TO COMPLAINT 206:**

4 The allegations in this paragraph contain legal conclusions and concern parties other than  
5 MITAC, and therefore no response is required. To the extent a response is required, MITAC  
6 denies that Bombardier has sufficiently identified any purported trade secrets and further denies  
7 that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or  
8 information sufficient to form a belief as to the truth, if any, of the remaining allegations in this  
9 paragraph, and therefore denies them.

10 **ANSWER TO COMPLAINT 207:**

11 The allegations in this paragraph contain legal conclusions and concern parties other than  
12 MITAC, and therefore no response is required. To the extent a response is required, MITAC  
13 denies that Bombardier has sufficiently identified any purported trade secrets and further denies  
14 that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or  
15 information sufficient to form a belief as to the truth, if any, of the remaining allegations in this  
16 paragraph, and therefore denies them.

17 **Count XI: Violation of the Washington Uniform Trade Secrets Act (WUTSA),**

18 **RCW 19.108.010 et seq. (Laurus Basson)**

19 **ANSWER TO COMPLAINT 208:**

20 MITAC incorporates by reference its answers to the allegations in the preceding  
21 paragraphs.

22 **ANSWER TO COMPLAINT 209:**

23 The allegations in this paragraph contain legal conclusions and concern parties other than  
24 MITAC, and therefore no response is required. To the extent a response is required, MITAC  
25 denies that Bombardier has sufficiently identified any purported trade secrets and further denies  
26 that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or

1 information sufficient to form a belief as to the truth, if any, of the remaining allegations in this  
2 paragraph, and therefore denies them.

3 **ANSWER TO COMPLAINT 210:**

4 The allegations in this paragraph contain legal conclusions and concern parties other than  
5 MITAC, and therefore no response is required. To the extent a response is required, MITAC  
6 denies that Bombardier has sufficiently identified any purported trade secrets and further denies  
7 that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or  
8 information sufficient to form a belief as to the truth, if any, of the remaining allegations in this  
9 paragraph, and therefore denies them.

10 **ANSWER TO COMPLAINT 211:**

11 The allegations in this paragraph contain legal conclusions and concern parties other than  
12 MITAC, and therefore no response is required. To the extent a response is required, MITAC  
13 denies that Bombardier has sufficiently identified any purported trade secrets and further denies  
14 that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or  
15 information sufficient to form a belief as to the truth, if any, of the remaining allegations in this  
16 paragraph, and therefore denies them.

17 **ANSWER TO COMPLAINT 212:**

18 MITAC admits that the MRJ is a narrow-body, geared turbofan twin-engine jet aircraft.  
19 MITAC denies the characterization of the MRJ as a “medium-range” jet aircraft. To the extent the  
20 remaining allegations in this paragraph concern MITAC, those allegations are denied. The  
21 remaining allegations in this paragraph contain legal conclusions and concern parties other than  
22 MITAC, and therefore no response is required. To the extent a response is required, MITAC  
23 denies that Bombardier has sufficiently identified any purported trade secrets and further denies  
24 that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or  
25 information sufficient to form a belief as to the truth, if any, of the remaining allegations in this  
26 paragraph, and therefore denies them.

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**ANSWER TO COMPLAINT 213:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 214:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 215:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 216:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or

1 information sufficient to form a belief as to the truth, if any, of the remaining allegations in this  
2 paragraph, and therefore denies them.

3 **Count XII: Breach of Contract (Laurus Basson)**

4 **ANSWER TO COMPLAINT 217:**

5 MITAC incorporates by reference its answers to the allegations in the preceding  
6 paragraphs.

7 **ANSWER TO COMPLAINT 218:**

8 The allegations in this paragraph contain legal conclusions and concern parties other than  
9 MITAC, and therefore no response is required. To the extent a response is required, MITAC  
10 denies the allegations in this paragraph.

11 **ANSWER TO COMPLAINT 219:**

12 The allegations in this paragraph contain legal conclusions and concern parties other than  
13 MITAC, and therefore no response is required. To the extent a response is required, MITAC  
14 denies the allegations in this paragraph.

15 **ANSWER TO COMPLAINT 220:**

16 MITAC denies Bombardier's Code of Ethics is violated when employees email themselves  
17 documents. The remaining allegations in this paragraph contain legal conclusions and concern  
18 parties other than MITAC, and therefore no response is required. To the extent a response is  
19 required, MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any,  
20 of the allegations in this paragraph, and therefore denies them.

21 **ANSWER TO COMPLAINT 221:**

22 The allegations in this paragraph contain legal conclusions and concern parties other than  
23 MITAC, and therefore no response is required. To the extent a response is required, MITAC lacks  
24 knowledge or information sufficient to form a belief as to the truth, if any, of the allegations in this  
25 paragraph, and therefore denies them.  
26



**Count XIII: Violation of the Defend Trade Secrets Act (DTSA), 18 U.S.C. § 1836 *et seq.***

**(Marc-Antoine Delarche)**

**ANSWER TO COMPLAINT 222:**

MITAC incorporates by reference its answers to the allegations in the preceding paragraphs.

**ANSWER TO COMPLAINT 223:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 224:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 225:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

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**ANSWER TO COMPLAINT 226:**

MITAC admits that the MRJ is a narrow-body, geared turbofan twin-engine jet aircraft. MITAC denies the characterization of the MRJ as a “medium-range” jet aircraft. To the extent the remaining allegations in this paragraph concern MITAC, those allegations are denied. The remaining allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 227:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 228:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 229:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 230:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

**Count XIV: Violation of the Washington Uniform Trade Secrets Act (WUTSA),****RCW 19.108.010 et seq. (Marc-Antoine Delarche)****ANSWER TO COMPLAINT 231:**

MITAC incorporates by reference its answers to the allegations in the preceding paragraphs.

**ANSWER TO COMPLAINT 232:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 233:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 234:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 235:**

MITAC admits that the MRJ is a narrow-body, geared turbofan twin-engine jet aircraft. MITAC denies the characterization of the MRJ as a “medium-range” jet aircraft. To the extent the remaining allegations in this paragraph concern MITAC, those allegations are denied. The remaining allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 236:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 237:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 238:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 239:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or

1 information sufficient to form a belief as to the truth, if any, of the remaining allegations in this  
2 paragraph, and therefore denies them.

3 **Count XV: Breach of Contract (Marc-Antoine Delarche)**

4 **ANSWER TO COMPLAINT 240:**

5 MITAC incorporates by reference its answers to the allegations in the preceding  
6 paragraphs.

7 **ANSWER TO COMPLAINT 241:**

8 The allegations in this paragraph contain legal conclusions and concern parties other than  
9 MITAC, and therefore no response is required. To the extent a response is required, MITAC  
10 denies the allegations in this paragraph.

11 **ANSWER TO COMPLAINT 242:**

12 The allegations in this paragraph contain legal conclusions and concern parties other than  
13 MITAC, and therefore no response is required. To the extent a response is required, MITAC lacks  
14 knowledge or information sufficient to form a belief as to the truth, if any, of the allegations in this  
15 paragraph, and therefore denies them.

16 **ANSWER TO COMPLAINT 243:**

17 The allegations in this paragraph contain legal conclusions and concern parties other than  
18 MITAC, and therefore no response is required. To the extent a response is required, MITAC lacks  
19 knowledge or information sufficient to form a belief as to the truth, if any, of the allegations in this  
20 paragraph, and therefore denies them.

21 **ANSWER TO COMPLAINT 244:**

22 The allegations in this paragraph contain legal conclusions and concern parties other than  
23 MITAC, and therefore no response is required. To the extent a response is required, MITAC lacks  
24 knowledge or information sufficient to form a belief as to the truth, if any, of the allegations in this  
25 paragraph, and therefore denies them.  
26

**Count XVI: Violation of the Defend Trade Secrets Act (DTSA), 18 U.S.C. § 1836 et seq.**

**(Cindy Dornéval)**

**ANSWER TO COMPLAINT 245:**

MITAC incorporates by reference its answers to the allegations in the preceding paragraphs.

**ANSWER TO COMPLAINT 246:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 247:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 248:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

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**ANSWER TO COMPLAINT 249:**

MITAC admits that the MRJ is a narrow-body, geared turbofan twin-engine jet aircraft. MITAC denies the characterization of the MRJ as a “medium-range” jet aircraft. To the extent the remaining allegations in this paragraph concern MITAC, those allegations are denied. The remaining allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 250:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 251:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.



**ANSWER TO COMPLAINT 252:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 253:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

**Count XVII: Violation of the Washington Uniform Trade Secrets Act (WUTSA),****RCW 19.108.010 et seq. (Cindy Dornéval)****ANSWER TO COMPLAINT 254:**

MITAC incorporates by reference its answers to the allegations in the preceding paragraphs.

**ANSWER TO COMPLAINT 255:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 256:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 257:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 258:**

MITAC admits that the MRJ is a narrow-body, geared turbofan twin-engine jet aircraft. MITAC denies the characterization of the MRJ as a “medium-range” jet aircraft. To the extent the remaining allegations in this paragraph concern MITAC, those allegations are denied. The remaining allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 259:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 260:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 261:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 262:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or

1 information sufficient to form a belief as to the truth, if any, of the remaining allegations in this  
2 paragraph, and therefore denies them.

3 **Count XVIII: Breach of Contract (Cindy Dornéval)**

4 **ANSWER TO COMPLAINT 263:**

5 MITAC incorporates by reference its answers to the allegations in the preceding  
6 paragraphs.

7 **ANSWER TO COMPLAINT 264:**

8 The allegations in this paragraph contain legal conclusions and concern parties other than  
9 MITAC, and therefore no response is required. To the extent a response is required, MITAC lacks  
10 knowledge or information sufficient to form a belief as to the truth, if any, of the allegations in this  
11 paragraph, and therefore denies them.

12 **ANSWER TO COMPLAINT 265:**

13 The allegations in this paragraph contain legal conclusions and concern parties other than  
14 MITAC, and therefore no response is required. To the extent a response is required, MITAC lacks  
15 knowledge or information sufficient to form a belief as to the truth, if any, of the allegations in this  
16 paragraph, and therefore denies them.

17 **ANSWER TO COMPLAINT 266:**

18 The allegations in this paragraph contain legal conclusions and concern parties other than  
19 MITAC, and therefore no response is required. To the extent a response is required, MITAC lacks  
20 knowledge or information sufficient to form a belief as to the truth, if any, of the allegations in this  
21 paragraph, and therefore denies them.

22 **ANSWER TO COMPLAINT 267:**

23 The allegations in this paragraph contain legal conclusions and concern parties other than  
24 MITAC, and therefore no response is required. To the extent a response is required, MITAC lacks  
25 knowledge or information sufficient to form a belief as to the truth, if any, of the allegations in this  
26 paragraph, and therefore denies them.

MITSUBISHI AIRCRAFT CORPORATION'S  
ANSWER, DEFENSES, AND COUNTERCLAIMS  
(No. 2:18-cv-1543) – 60

**Perkins Coie LLP**  
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Seattle, WA 98101-3099  
Phone: 206.359.8000  
Fax: 206.359.9000

**Count XIX: Violation of the Defend Trade Secrets Act, 18 U.S.C. § 1836 et seq.****(Michel Korwin-Szymanowski)****ANSWER TO COMPLAINT 268:**

MITAC incorporates by reference its answers to the allegations in the preceding paragraphs.

**ANSWER TO COMPLAINT 269:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 270:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 271:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

MITSUBISHI AIRCRAFT CORPORATION'S  
ANSWER, DEFENSES, AND COUNTERCLAIMS  
(No. 2:18-cv-1543) – 61

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Phone: 206.359.8000  
Fax: 206.359.9000

**ANSWER TO COMPLAINT 272:**

MITAC admits that the MRJ is a narrow-body, geared turbofan twin-engine jet aircraft. MITAC denies the characterization of the MRJ as a “medium-range” jet aircraft. To the extent the remaining allegations in this paragraph concern MITAC, those allegations are denied. The remaining allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 273:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 274:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 275:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 276:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 277:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

**Count XX: Violation of the Washington Uniform Trade Secrets Act (WUTSA),****RCW 19.108.010 et seq. (Michel Korwin-Szymanowski)****ANSWER TO COMPLAINT 278:**

MITAC incorporates by reference its answers to the allegations in the preceding paragraphs.

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**ANSWER TO COMPLAINT 279:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 280:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 281:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 282:**

MITAC admits that the MRJ is a narrow-body, geared turbofan twin-engine jet aircraft. MITAC denies the characterization of the MRJ as a “medium-range” jet aircraft. To the extent the remaining allegations in this paragraph concern MITAC, those allegations are denied. The remaining allegations in this paragraph contain legal conclusions and concern parties other than



1 MITAC, and therefore no response is required. To the extent a response is required, MITAC  
2 denies that Bombardier has sufficiently identified any purported trade secrets and further denies  
3 that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or  
4 information sufficient to form a belief as to the truth, if any, of the remaining allegations in this  
5 paragraph, and therefore denies them

6 **ANSWER TO COMPLAINT 283:**

7 The allegations in this paragraph contain legal conclusions and concern parties other than  
8 MITAC, and therefore no response is required. To the extent a response is required, MITAC  
9 denies that Bombardier has sufficiently identified any purported trade secrets and further denies  
10 that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or  
11 information sufficient to form a belief as to the truth, if any, of the remaining allegations in this  
12 paragraph, and therefore denies them.

13 **ANSWER TO COMPLAINT 284:**

14 The allegations in this paragraph contain legal conclusions and concern parties other than  
15 MITAC, and therefore no response is required. To the extent a response is required, MITAC  
16 denies that Bombardier has sufficiently identified any purported trade secrets and further denies  
17 that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or  
18 information sufficient to form a belief as to the truth, if any, of the remaining allegations in this  
19 paragraph, and therefore denies them.

20 **ANSWER TO COMPLAINT 285:**

21 The allegations in this paragraph contain legal conclusions and concern parties other than  
22 MITAC, and therefore no response is required. To the extent a response is required, MITAC  
23 denies that Bombardier has sufficiently identified any purported trade secrets and further denies  
24 that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or  
25 information sufficient to form a belief as to the truth, if any, of the remaining allegations in this  
26 paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 286:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 287:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

**Count XXI: Tortious Interference with Contractual Relationship and/or Business****Expectancy (Michel Korwin-Szymanowski)****ANSWER TO COMPLAINT 288:**

MITAC incorporates by reference its answers to the allegations in the preceding paragraphs.

**ANSWER TO COMPLAINT 289:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, in the allegations, and therefore denies them.

**ANSWER TO COMPLAINT 290:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, in the allegations, and therefore denies them.

**ANSWER TO COMPLAINT 291:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, in the allegations, and therefore denies them.

**ANSWER TO COMPLAINT 292:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, in the allegations, and therefore denies them.

**ANSWER TO COMPLAINT 293:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, in the allegations, and therefore denies them.

**ANSWER TO COMPLAINT 294:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, in the allegations, and therefore denies them.

**ANSWER TO COMPLAINT 295:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, in the allegations, and therefore denies them.

**ANSWER TO COMPLAINT 296:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, in the allegations, and therefore denies them.

**Count XXII: Violation of the Defend Trade Secrets Act (DTSA), 18 U.S.C. § 1836 *et seq.***

**(Keith Ayre)**

**ANSWER TO COMPLAINT 297:**

MITAC incorporates by reference its answers to the allegations in the preceding paragraphs.

**ANSWER TO COMPLAINT 298:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 299:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies

1 that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or  
2 information sufficient to form a belief as to the truth, if any, of the remaining allegations in this  
3 paragraph, and therefore denies them.

4 **ANSWER TO COMPLAINT 300:**

5 The allegations in this paragraph contain legal conclusions and concern parties other than  
6 MITAC, and therefore no response is required. To the extent a response is required, MITAC  
7 denies that Bombardier has sufficiently identified any purported trade secrets and further denies  
8 that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or  
9 information sufficient to form a belief as to the truth, if any, of the remaining allegations in this  
10 paragraph, and therefore denies them.

11 **ANSWER TO COMPLAINT 301:**

12 MITAC admits that the MRJ is a narrow-body, geared turbofan twin-engine jet aircraft.  
13 MITAC denies the characterization of the MRJ as a “medium-range” jet aircraft. To the extent the  
14 remaining allegations in this paragraph concern MITAC, those allegations are denied. The  
15 remaining allegations in this paragraph contain legal conclusions and concern parties other than  
16 MITAC, and therefore no response is required. To the extent a response is required, MITAC  
17 denies that Bombardier has sufficiently identified any purported trade secrets and further denies  
18 that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or  
19 information sufficient to form a belief as to the truth, if any, of the remaining allegations in this  
20 paragraph, and therefore denies them.

21 **ANSWER TO COMPLAINT 302:**

22 The allegations in this paragraph contain legal conclusions and concern parties other than  
23 MITAC, and therefore no response is required. To the extent a response is required, MITAC  
24 denies that Bombardier has sufficiently identified any purported trade secrets and further denies  
25 that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or  
26

1 information sufficient to form a belief as to the truth, if any, of the remaining allegations in this  
2 paragraph, and therefore denies them.

3 **ANSWER TO COMPLAINT 303:**

4 The documents referenced and quoted in this paragraph of the Complaint speak for  
5 themselves. MITAC denies the allegations directed at MITAC. The remaining allegations in this  
6 paragraph contain legal conclusions and concern parties other than MITAC, and therefore no  
7 response is required. To the extent a response is required, MITAC denies that Bombardier has  
8 sufficiently identified any purported trade secrets and further denies that MITAC has  
9 misappropriated any Bombardier trade secrets. MITAC lacks knowledge or information sufficient  
10 to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore  
11 denies them.

12 **ANSWER TO COMPLAINT 304:**

13 The allegations in this paragraph contain legal conclusions and concern parties other than  
14 MITAC, and therefore no response is required. To the extent a response is required, MITAC  
15 denies that Bombardier has sufficiently identified any purported trade secrets and further denies  
16 that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or  
17 information sufficient to form a belief as to the truth, if any, of the remaining allegations in this  
18 paragraph, and therefore denies them.

19 **ANSWER TO COMPLAINT 305:**

20 The allegations in this paragraph contain legal conclusions and concern parties other than  
21 MITAC, and therefore no response is required. To the extent a response is required, MITAC  
22 denies that Bombardier has sufficiently identified any purported trade secrets and further denies  
23 that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or  
24 information sufficient to form a belief as to the truth, if any, of the remaining allegations in this  
25 paragraph, and therefore denies them.  
26

1 **ANSWER TO COMPLAINT 306:**

2 The allegations in this paragraph contain legal conclusions and concern parties other than  
3 MITAC, and therefore no response is required. To the extent a response is required, MITAC  
4 denies that Bombardier has sufficiently identified any purported trade secrets and further denies  
5 that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or  
6 information sufficient to form a belief as to the truth, if any, of the remaining allegations in this  
7 paragraph, and therefore denies them.

8 **Count XXIII: Violation of the Washington Uniform Trade Secrets Act (WUTSA),**

9 **RCW 19.108.010 et seq. (Keith Ayre)**

10 **ANSWER TO COMPLAINT 307:**

11 MITAC incorporates by reference its answers to the allegations in the preceding  
12 paragraphs.

13 **ANSWER TO COMPLAINT 308:**

14 The allegations in this paragraph contain legal conclusions and concern parties other than  
15 MITAC, and therefore no response is required. To the extent a response is required, MITAC  
16 denies that Bombardier has sufficiently identified any purported trade secrets and further denies  
17 that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or  
18 information sufficient to form a belief as to the truth, if any, of the remaining allegations in this  
19 paragraph, and therefore denies them.

20 **ANSWER TO COMPLAINT 309:**

21 The allegations in this paragraph contain legal conclusions and concern parties other than  
22 MITAC, and therefore no response is required. To the extent a response is required, MITAC  
23 denies that Bombardier has sufficiently identified any purported trade secrets and further denies  
24 that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or  
25 information sufficient to form a belief as to the truth, if any, of the remaining allegations in this  
26 paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 310:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 311:**

MITAC admits that the MRJ is a narrow-body, geared turbofan twin-engine jet aircraft. MITAC denies the characterization of the MRJ as a “medium-range” jet aircraft. To the extent the remaining allegations in this paragraph concern MITAC, those allegations are denied. The remaining allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 312:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.



**ANSWER TO COMPLAINT 313:**

The documents referenced and quoted in this paragraph of the Complaint speak for themselves. MITAC denies the allegations directed at MITAC. The remaining allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 314:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

**ANSWER TO COMPLAINT 315:**

The allegations in this paragraph contain legal conclusions and concern parties other than MITAC, and therefore no response is required. To the extent a response is required, MITAC denies that Bombardier has sufficiently identified any purported trade secrets and further denies that MITAC has misappropriated any Bombardier trade secrets. MITAC lacks knowledge or information sufficient to form a belief as to the truth, if any, of the remaining allegations in this paragraph, and therefore denies them.

**AFFIRMATIVE DEFENSES**

Further answering and as additional defenses, MITAC states the following. By raising the following additional defenses, MITAC does not assume the burden of proof of any issue that, as a matter of law, is Bombardier's burden to prove. MITAC further does not admit any allegation of the Complaint not otherwise admitted and expressly incorporates the admissions and denials in paragraphs 1-315, above. MITAC reserves the right to amend or augment these defenses based on further investigation and discovery. MITAC explicitly incorporates the allegations in its Counterclaims, below, into its affirmative defenses.

**First Affirmative Defense****(Failure to State a Claim for Federal Trade Secret Misappropriation)**

Bombardier has failed to state a claim for trade secret misappropriation under the Defend Trade Secrets Act upon which relief may be granted.

**Second Affirmative Defense****(Failure to State a Claim for Washington Trade Secret Misappropriation)**

Bombardier has failed to state a claim for trade secret misappropriation under the Washington Uniform Trade Secrets Act upon which relief may be granted.

**Third Affirmative Defense****(The Alleged Trade Secrets Are Not Secrets)**

One or more of Bombardier's alleged trade secrets are not secrets, were not the subject of reasonable efforts to maintain their secrecy, and/or have been publicly disclosed.

**Fourth Affirmative Defense**

**(Forfeiture/Abandonment)**

Bombardier's trade secret misappropriation claims are barred to the extent it has forfeited or abandoned its trade secrets.

**Fifth Affirmative Defense**

**(No Access)**

MITAC did not have access to the purported trade secrets allegedly misappropriated.

**Sixth Affirmative Defense**

**(No Use)**

MITAC has not made use of the purported trade secrets allegedly misappropriated.

**Seventh Affirmative Defense**

**(No Damages)**

None of the actions Bombardier claims were taken by MITAC caused Bombardier any damages.

**Eighth Affirmative Defense**

**(Failure to Mitigate)**

Bombardier's trade secret claim is barred from recovery of damages, in whole or in part, because Bombardier failed and neglected to exercise reasonable care and diligence and mitigate the damages claimed.

**Ninth Affirmative Defense**

**(Acts of Others)**

Any damages, if any, sustained by Bombardier were caused, in whole or in part, by the conduct of others for which MITAC is not liable or responsible.

**Tenth Affirmative Defense**

**(Bad Faith Enforcement)**

Bombardier's causes of action have been brought in bad faith. Bombardier filed this lawsuit against MITAC for anticompetitive reasons.

**Eleventh Affirmative Defense**

**(Unclean Hands)**

Bombardier's claims are barred for acting in bad faith with respect to the subject of the complaint, including but not limited to Bombardier's interference with MITAC's business and Bombardier's bad faith attempts to mar MITAC's reputation.

**Twelfth Affirmative Defense**

**(Laches and/or Equitable Estoppel)**

Bombardier has delayed inexcusably and unreasonably in the filing of this action causing substantial prejudice to MITAC, and thus Bombardier's claims are barred by the equitable doctrine of laches and/or equitable estoppel.

**Thirteenth Affirmative Defense**

**(Adequate Remedy at Law/No Irreparable Harm)**

Bombardier is not entitled to any equitable or injunctive relief as prayed for in the Complaint because Bombardier has suffered no irreparable injury based upon any alleged conduct MITAC, and Bombardier has an adequate remedy at law for any such conduct.

**Fourteenth Affirmative Defense**

**(No Standing)**

Bombardier lacks standing to assert its trade secret misappropriation claims.

**Fifteenth Affirmative Defense**

**(Failure to State a Claim for Tortious Interference)**

Bombardier has failed to state a claim for tortious interference of contractual relationship and/or business expectancy under Washington state law upon which relief may be granted.

**Sixteenth Affirmative Defense**

**(Competition)**

Bombardier's tortious interference claim is barred to the extent MITAC's conduct constituted fair or proper competition.

**Seventeenth Affirmative Defense**

**(Preemption)**

Bombardier's tortious interference claim is preempted by RCW 19.108.900.

**Eighteenth Affirmative Defense**

**(Lack of Personal Jurisdiction)**

The Court does not have jurisdiction over MITAC.

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**Nineteenth Affirmative Defense****(Improper Venue)**

Venue is not proper in the Western District of Washington.

**Twentieth Affirmative Defense****(Other Defenses)**

MITAC intends to rely on any other defenses that may be available by law, or pursuant to statute, of which it becomes aware as a result of discovery or otherwise during this matter, and hereby reserves the right to assert such defenses.

**COUNTERCLAIMS**

In and for its Counterclaims against Bombardier Inc. (“Bombardier”), Mitsubishi Aircraft Corporation (“MITAC”) alleges as follows:

**I. INTRODUCTION**

1. Since 2015, Bombardier has engaged in a multifaceted scheme to expand its power within the regional jet market by impeding the entrance of a new competing aircraft: the Mitsubishi Regional Jet (“MRJ”). Through a series of interrelated actions directed at MITAC and other companies and individuals involved in the MRJ’s development and certification, Bombardier has attempted to prevent or delay competition from the MRJ by denying access to a critical development input—the skill and know-how of experienced aerospace professionals—and by tainting the image of the MRJ among purchasers of regional jets. Bombardier’s anticompetitive aims are clear: to increase its market share and revenues by causing prospective MRJ customers to instead purchase Bombardier’s competing Canadair Regional Jets (“CRJs”) or extend the lives of in-service CRJs through the purchase of parts, maintenance, and other aftermarket services from Bombardier.

2. Bombardier’s scheme has included a series of actions intended to delay and disrupt the development, certification, and sale of the MRJ. Over the course of the past three

MITSUBISHI AIRCRAFT CORPORATION’S  
ANSWER, DEFENSES, AND COUNTERCLAIMS  
(No. 2:18-cv-1543) – 78

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1 years, Bombardier has: (1) levied baseless threats and accusations against MITAC and others  
 2 involved in developing the MRJ—including Mitsubishi Aircraft Corporation America, Inc.  
 3 (“MITAC America”), Mitsubishi Heavy Industries, Ltd. (“MHI”), Aerospace Testing  
 4 Engineering & Certification, Inc. (“AeroTEC”), and those companies’ current and prospective  
 5 employees—in order to restrict the free flow of skilled labor; (2) made threats against its own  
 6 employees to deter them from accepting employment on the MRJ program; (3) attempted to  
 7 coerce MITAC, MITAC America, and AeroTEC to enter into per se unlawful no-poaching  
 8 agreements in order to undermine recruitment and hiring activities in support of the MRJ  
 9 program; (4) threatened the long-standing supply relationship between MHI and Bombardier in  
 10 an attempt to achieve its illicit ends; and (5) initiated this litigation in a further effort to delay the  
 11 MRJ program, undermine prospective customers’ and suppliers’ confidence in the MRJ, and  
 12 impair the efforts of MITAC and MITAC America to sell the MRJ during a critical period for  
 13 regional jet services.

14 3. The purported justifications for Bombardier’s demands have changed over time,  
 15 but the purpose and intended effect of its conduct have been consistent, as demonstrated by  
 16 Bombardier’s own statements confirming its intent to block competition from the MRJ. This  
 17 litigation is the latest in a series of efforts taken by Bombardier to blunt an emerging competitive  
 18 threat in an attempt to monopolize the regional jet market. Bombardier’s anticompetitive  
 19 conduct violates the Sherman Act and the Washington Consumer Protection Act.

## 20 II. THE PARTIES

21 4. Counterclaim Plaintiff MITAC is a Japanese corporation with its principal place  
 22 of business in Nagoya, Japan. MITAC is a subsidiary of MHI, also a Japanese corporation.  
 23 MITAC is the parent company of MITAC America, a Delaware corporation with its principal  
 24 place of business in Seattle, Washington. Together, these companies are referred to herein as  
 25 “Mitsubishi.”  
 26

1           5.       Counterclaim Defendant Bombardier, on information and belief, is a corporation  
2 organized and existing under the laws of the province of Quebec, Canada, with its principal place  
3 of business in Montreal, Quebec, Canada.

### 4                                   **III.     JURISDICTION AND VENUE**

5           6.       MITAC brings its claims against Bombardier under Section 2 of the Sherman  
6 Antitrust Act, 15 U.S.C. § 2, and the Washington Consumer Protection Act, RCW ch. 19.86.

7           7.       The Court has subject-matter jurisdiction over MITAC's counterclaims under 15  
8 U.S.C. § 2 pursuant to 28 U.S.C. §§ 1331 and 1337. The Court has subject-matter jurisdiction  
9 over MITAC's counterclaims under Washington state law pursuant to 28 U.S.C. § 1367 because  
10 the state-law claims arise out of the same case or controversy as gives rise to MITAC's  
11 counterclaims under the Sherman Act.

12           8.       The Court has personal jurisdiction over Bombardier because Bombardier  
13 consented to the Court's jurisdiction over it by filing this action in this Court and because  
14 Bombardier has committed unlawful acts within Washington that give rise to the causes of action  
15 alleged herein.

16           9.       Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) because a  
17 substantial part of the events or omissions giving rise to the claims asserted herein occurred  
18 within this judicial district and pursuant to 28 U.S.C. § 1391(c) because Bombardier is not a  
19 resident of any judicial district and Bombardier is subject to the court's personal jurisdiction,  
20 including by virtue of Bombardier's filing of this action in this Court.

### 21                                   **IV.     FACTUAL BACKGROUND**

#### 22           **A.     Mitsubishi's Efforts to Enter the Regional Jet Market**

23           10.      Regional jets are single-aisle, turbofan-powered commercial aircraft with seating  
24 capacity for 50 to 100 passengers and flight ranges up to approximately 2,500 nautical miles.

25           11.      The first regional jets entered service in 1992 when Bombardier began delivery of  
26 its Canadair Regional Jet ("CRJ"). Prior to introduction of the CRJ100, demand for short to



1 medium-range aircraft had increased due in part to U.S. airlines' increasing use of a hub-and-  
2 spoke system (which increased the number of flights between larger "hub" airports and smaller  
3 "spoke" airports) after passage of the 1978 Airline Deregulation Act. Neither turboprop  
4 airplanes nor existing jets were capable of meeting the market demand for fast, efficient, quiet,  
5 and smooth midsized aircraft needed to service an increasing number of routes worldwide. As  
6 the first jet capable of filling the gap between the operating capabilities of short-haul turboprop  
7 airplanes and larger capacity, longer range jets, the CRJ100 quickly surpassed analysts' sales  
8 expectations and established Bombardier's position as the leader in the regional jet market.

9 12. Bombardier was the sole manufacturer of regional jets until late 1996, when  
10 Brazilian jet maker Embraer SA ("Embraer") delivered its first Embraer Regional Jet ("ERJ").  
11 Since then, Bombardier and Embraer have dominated the market for regional jets, accounting for  
12 89% of in-service regional jets worldwide over the past decade, and as of 2018. British  
13 Aerospace and Fokker briefly attempted to compete with Bombardier and Embraer in the  
14 regional jet market, but neither succeeded in gaining a foothold and both ultimately ceased  
15 manufacturing regional jets. Russian-based United Aircraft Corporation and Chinese state-  
16 owned Commercial Aircraft Corporation of China have made some inroads in their home  
17 markets but together only account for approximately 4% of in-service regional jets as of 2018.

18 13. The barriers faced by new entrants into the regional jet market are significant. As  
19 explained further below, these barriers include the cost of developing a regional jet, the  
20 complexity of the development and certification process, manufacturing requirements and costs,  
21 the challenges of earning customer trust for a new aircraft, and the costs associated with an  
22 airline's decision to switch to a new manufacturer's aircraft. Among the many barriers to entry  
23 is the finite supply of engineers with the skills and know-how necessary to the development and  
24 certification of commercial jets. Restrictions on the mobility of employees with these  
25 specialized skills and know-how can serve as an additional barrier to entry.  
26

1           14. Due to the limited supply and vital importance of engineers with specialized skills  
2 and know-how, aircraft manufacturers (including companies seeking to enter the market)  
3 frequently seek to recruit and hire such employees from other aerospace companies. For  
4 example, when Bombardier was developing its own expertise in support of certification of the  
5 CRJ100, it recruited heavily from British Aerospace, which at the time was a leading jet  
6 manufacturer. Similarly, in 1997—the year after Embraer began competing against Bombardier  
7 in the regional jet market—Bombardier recruited and hired at least a dozen engineers from  
8 Embraer. More recently, Bombardier hired at least 50 experienced aeronautical engineers from  
9 Embraer to work on the development of its CSeries family of narrowbody jets. On information  
10 and belief, Bombardier recruited and hired these Embraer employees so that Bombardier could  
11 benefit from the specialized skills and know-how that the employees had developed through their  
12 work on Embraer jets. On information and belief, Embraer likewise has hired skilled employees  
13 from Bombardier.

14           15. In March 2008, MHI announced the launch of a program to develop the MRJ, a  
15 next-generation regional jet that seeks to be the most efficient, comfortable, and reliable  
16 commercial aircraft of its type to ever take flight. MITAC and MITAC America were formed in  
17 2008 to lead the MRJ program, including the development, marketing, and sale of the MRJ. The  
18 MRJ is being designed to burn 20% less fuel and make 40% less noise compared to existing  
19 regional jets. As such, the MRJ is expected to pose formidable competition to Bombardier in the  
20 regional jet market.

21           16. The MRJ is a “clean sheet” aircraft, which means the design is new, not based on  
22 a prior previously certified plane. Development and certification of a clean sheet aircraft is a  
23 complex, costly, and lengthy process. As Bombardier acknowledges in its first amended  
24 complaint, even experienced manufacturers typically spend several billion dollars and upwards  
25 of ten years bringing a clean sheet aircraft from concept and design to commercialization and  
26 flight. (*See* Dkt. 143 at ¶¶ 25-28.) Unexpected setbacks and delays during the development

1 process are also not atypical. Certification flight testing of the MRJ is currently expected to  
2 begin in early 2019 with the MRJ entering into service in 2020.

3 17. The MRJ will be the first all-new commercial jet developed in large part by a  
4 Japanese company since the 1960s. Consequently, at the time the MRJ program was launched,  
5 few individuals in Japan possessed expertise related to the development and certification of  
6 aircraft.

7 18. To support their efforts to bring the MRJ to market, including by obtaining  
8 required certification from regulatory authorities in the United States, Japan, Canada, and  
9 Europe, MITAC and MITAC America have sought to obtain expert assistance from outside  
10 Japan. Since mid-2014, MITAC has partnered with AeroTEC, a company based in Seattle,  
11 Washington that specializes in the testing, engineering, and certification of aircraft for its clients.  
12 In July 2015, MITAC America opened its Seattle engineering center to assist in testing and  
13 certification efforts for the MRJ. The following summer, in August 2016, MITAC America  
14 opened a Flight Test Center in Moses Lake, Washington.

15 19. In order to meet their human resources needs, MITAC, MITAC America, and  
16 AeroTEC have undertaken efforts to recruit and hire individuals with specialized skill and know-  
17 how related to the development and certification of regional jets.

18 20. As detailed further below, beginning in 2015, AeroTEC advertised that it was  
19 hiring for positions related to flight testing of the MRJ, held job fairs to identify potential  
20 candidates, and engaged in other recruitment activities both through recruiters and via direct  
21 communications with potential hires.

22 21. In 2016, MITAC and MITAC America sought to recruit and hire over 200 aircraft  
23 system engineers to work on certification activities of the MRJ aircraft. As part of their efforts,  
24 the companies held eight job fairs in cities throughout North America in 2016: Wichita, Kansas  
25 (May 6-7), Anaheim, California (June 18-19), Dallas, Texas (June 24-25), Montreal, Quebec  
26 (July 15-16), and Seattle, Washington (July 30-31, August 19-20, October 28, and December 3).

1 Those cities were chosen because each was well-known to be the home of sizeable aerospace  
2 companies and thus job fairs in those cities were expected to result in sizeable pools of qualified  
3 job applicants. Through the eight job fairs held in 2016, MITAC hired a total of 28 employees, 9  
4 of whom had previously been employed by Bombardier.

5 22. In addition to holding job fairs, MITAC and MITAC America have publicized job  
6 openings via the website LinkedIn.com and have engaged recruiting firms to identify job  
7 candidates. All told, MITAC and MITAC America have together recruited and hired candidates  
8 from the leading jet manufacturers (including Boeing, Airbus, and Embraer) as well as systems  
9 suppliers and government agencies.

10 23. The singular purpose of MITAC and MITAC America's recruiting efforts was to  
11 meet the human resources needs of the MRJ program. Neither MITAC nor MITAC America  
12 sought to disrupt or interfere with the business operations of Bombardier or any other company  
13 nor to acquire any company's proprietary intellectual property. Nor did MITAC or MITAC  
14 America believe that any such disruption or interference with Bombardier's operations was  
15 possible given Bombardier's immense size and its long history of experience with jet  
16 development and certification. On information and belief, AeroTEC's own recruiting efforts  
17 were similarly motivated only by its desire to meet its own human resources needs, not to disrupt  
18 the operations of Bombardier or any other company or to acquire any company's proprietary  
19 intellectual property.

20 **B. Bombardier's Predatory Scheme to Thwart Competition in the Regional Jet Market**

21 24. Since late 2015, Bombardier has engaged in a multifaceted scheme to restrain  
22 competition in the regional jet market by impeding and delaying the development, certification,  
23 and sale of the MRJ. Bombardier's anticompetitive conduct has included a series of spurious  
24 and improper threats and allegations against Mitsubishi, AeroTEC, and former and current  
25 Bombardier employees that were intended to prevent and impede competition from the MRJ.  
26 Bombardier's attempts to prevent Mitsubishi and AeroTEC from hiring, retaining, and utilizing

1 highly-skilled individuals critical to the development and certification of the MRJ have included  
2 its efforts to: coerce Mitsubishi and AeroTEC to enter per se illegal no-poach agreements or  
3 otherwise refrain from the legitimate recruitment and hiring of Bombardier employees (including  
4 via threats that the Bombardier-MHI supply relationship would be threatened if Bombardier's  
5 illegal demands were not heeded); deter potential job candidates from applying for or accepting  
6 employment related to the MRJ program; and limit the ability of former Bombardier employees  
7 to perform legitimate job functions in support of the MRJ effort. At the same time, Bombardier  
8 has attempted to impair Mitsubishi's reputation and goodwill, including among current and  
9 potential MRJ customers and suppliers, by falsely insinuating that the success of the MRJ  
10 program is dependent on misappropriated trade secrets, thus sullyng the image of the MRJ and  
11 creating doubt and uncertainty about whether the MRJ will be able to meet development and  
12 production deadlines and enter the market notwithstanding Bombardier's lawsuit. All of these  
13 actions were taken as part of an overarching plot to monopolize and reduce competition in the  
14 regional jet market.

15 25. Bombardier's efforts to undermine the development of the MRJ began no later  
16 than October 22, 2015 when Bombardier's Director of Legal Services wrote to AeroTEC and its  
17 Head of MRJ Flight Testing, Michel Korwin-Szymanowski, threatening to "institute legal  
18 proceedings" unless AeroTEC and Mr. Korwin-Szymanowski ceased efforts to recruit  
19 Bombardier and Learjet employees. (*See* Dkt. 105-1 at 5 (October 22, 2015 correspondence  
20 between Bombardier and AeroTEC); Dkt. 1-11 (October 22, 2015 letter from Bombardier to  
21 Korwin-Szymanowski).)

22 26. Two days prior, on October 20, 2015, Mr. Korwin-Szymanowski had emailed a  
23 "form letter" to hundreds of individuals with flight test experience, including but not limited to  
24 former colleagues at Bombardier, regarding employment opportunities at AeroTEC and  
25 recruiting and non-recruiting social events being held the following week in Wichita, Kansas and  
26

1 Montreal, Canada. (*See* Dkt. 1-12 at 33-35.) These recruiting activities were aimed at hiring  
2 qualified personnel to work on the MRJ program.

3 27. Referencing Mr. Korwin-Szymanowski's October 20, 2015 email, Bombardier  
4 demanded that Mr. Korwin-Szymanowski and AeroTEC cancel events planned for October 22,  
5 2015 and October 28, 2018 in Wichita and Montreal, respectively, and end the use of "mobile  
6 truck signage with the mention 'Now hiring in Seattle' with interview dates and times" in any  
7 area "around Bombardier and Learjet facilities." Notwithstanding that Mr. Korwin-  
8 Szymanowski was no longer employed by Bombardier and had never entered a post-employment  
9 non-compete agreement, Bombardier asserted that Mr. Korwin-Szymanowski's recruitment  
10 activities "unquestionably constitute[] a breach of [his] confidentiality duty and also a breach of  
11 contract." Citing no authority, Bombardier asserted that "[c]ourts have routinely reached the  
12 conclusion that former employees are not allowed to facilitate the piracy of employees from their  
13 former employer" and that "[i]n these situations, employees and their new employer are liable  
14 for the conspiracy to achieve such piracy." (Dkt. 1-11.)

15 28. Although neither AeroTEC nor Mr. Korwin-Szymanowski had done anything  
16 improper, AeroTEC reluctantly conformed to Bombardier's demands, with AeroTEC's President  
17 Lee Human advising in an October 22, 2015 email that "1) Mr. Korwin-Szymanowski has been  
18 removed from this recruiting activity either directly or indirectly; 2) We have cancelled the social  
19 hour scheduled for tonight at Hangar 1; 3) We have moved recruitment trucks away from your  
20 facilities." (*See* Dkt. 105-1 at 2.) As Mr. Human later explained, AeroTEC "did not agree with  
21 Bombardier's claims of impropriety," but AeroTEC nevertheless "decided to cancel the  
22 impending social events and job fairs in Wichita and Montreal, and agreed Michel [Korwin-  
23 Szymanowski] would not contact any Bombardier employees going forward," in part because  
24 AeroTEC "had recently been invited by Bombardier to bid on a project . . . and we wanted to  
25 stay in their good graces." (Dkt. 66 at ¶ 5; *see also* Dkt. 60 at 3 ("AeroTEC did not, and does  
26 not, agree that Korwin-Szymanowski used or possessed any such confidential information, but in

1 an attempt to work with Bombardier, AeroTEC agreed that he would no longer be involved with  
2 the recruiting activity.”.)

3 29. On or about February 12, 2016, AeroTEC informed Bombardier that it intended to  
4 restart its recruiting activities in the Montreal and Wichita areas. In response, Bombardier’s  
5 Senior Director of Human Resources, Product Development Engineering stated that Bombardier  
6 was adamantly opposed to any such recruitment activities by AeroTEC. (*See* Dkt. 1-12 at 7.)

7 30. On April 26, 2016, Bombardier escalated its threats towards AeroTEC and its  
8 employees when Bombardier’s outside counsel, Peter Nohle of Jackson Lewis, sent a letter to  
9 AeroTEC’s president threatening litigation against AeroTEC and the former Bombardier  
10 employees hired by AeroTEC unless, among other things, AeroTEC and the former Bombardier  
11 employees entered into no-poaching agreements pursuant to which they would not directly or  
12 indirectly communicate with or otherwise solicit “any current or recently departed employee of  
13 Bombardier regarding any employment or similar opportunities for work outside of Bombardier  
14 for a period of one year from the date of this Agreement.” (*See* Dkt. 1-12.) The threats issued  
15 by Bombardier’s outside counsel purported to be based on legal obligations and/or restrictions  
16 that Bombardier inaccurately claimed were applicable to its current and former employees by  
17 operation of Bombardier’s Code of Ethics and Business Conduct, and on Bombardier’s claim  
18 that the recruitment-related activities of two former Bombardier employees, Mr. Korwin-  
19 Szymanowski and Dale Goulding, created the risk of “substantial liability” for AeroTEC. Even  
20 if those propositions were correct (and they are not), they would provide no lawful basis for the  
21 wide-ranging and anticompetitive no-poaching agreement Bombardier demanded.

22 31. In early May 2016, outside counsel for AeroTEC responded to Bombardier’s  
23 April 26 demand letter, and over the following months counsel for the companies discussed the  
24 terms of the additional no-poach agreement Bombardier requested. Ultimately, the companies  
25 did not execute any agreement.  
26



1           32.     However, Bombardier's threats towards AeroTEC succeeded in their objective of  
2 continuing to deter AeroTEC's hiring of employees in support of the MRJ project. As stated in a  
3 June 3, 2016 letter from AeroTEC's president to Bombardier test pilot Ed Grabman, "AeroTEC  
4 does not agree with Bombardier's assertion that we cannot freely recruit employees of any  
5 background and the two companies are in the process of trying to work out their differences.  
6 Until this is accomplished, however, we are refraining from offering positions to any current  
7 employees of Bombardier." (Dkt. 105-1 at 8.) Thus, AeroTEC's ability to hire skilled labor for  
8 the MRJ program was impaired not only by the concessions Bombardier had coerced AeroTEC  
9 to make, but also by Bombardier's subsequent threats of legal action against AeroTEC.

10           33.     Around this time, Bombardier began issuing similar threats to Mitsubishi. On  
11 June 3, 2016, Bombardier's Vice President of Contracts and Legal Services, Christian Poupart,  
12 sent an email to the Managing Counsel of MHI, Luke Walker, regarding Bombardier's  
13 "concern[]" that "AeroTEC . . . has recently been soliciting and recruiting a number of key  
14 employees from our Flight [T]est Center, despite being asked by us on numerous occasions to  
15 cease and desist from that practice" and that "some of these former Bombardier employees have  
16 been transferred to MHI or are working on the MRJ flight test program." (Dkt. 1-14.) Alluding  
17 vaguely to the "concern[]" that undefined "Bombardier proprietary methods and know-how"  
18 would "inevitably be transferred and used by AeroTEC or MHI for the purpose of their flight  
19 testing activities," Mr. Poupart requested Mr. Walker's "assistance in ensuring that this practice  
20 of soliciting and hiring Bombardier key flight testing employees ceases immediately . . . ." In  
21 response, Mr. Walker requested that Mr. Poupart provide "the non-solicitation agreement that  
22 Bombardier believes prohibits AeroTEC from recruiting Bombardier employees" in addition to  
23 "any of the correspondence that you have had with AeroTEC." Mr. Poupart did not respond to  
24 Mr. Walker's request.

25           34.     On July 14, 2016, Mr. Poupart sent a letter to Mr. Walker expressing objections to  
26 a job fair scheduled to take place over the following two days in Montreal. (Dkt. 1-15.) As



1 indicated in the newspaper advertisement for the job fair referenced in Mr. Poupart's letter,  
2 MITAC was at that point "looking to hire over 200 Aircraft Systems Engineers who can work on  
3 Certification activities for MRJ aircraft in Japan." (Dkt. 1-10 at 134-35.) After acknowledging  
4 the lawful intent of the job fair and that the promotional materials were not "directly aimed at  
5 Bombardier employees," Mr. Poupart nevertheless insinuated that Mitsubishi's holding of the  
6 job fair was illegal. Without citation to authority or explanation of how Mitsubishi's conduct  
7 was wrongful, Mr. Poupart claimed that "[c]ourts have routinely reached the conclusion that  
8 massive solicitation that cause (sic) irreversible damages to a business is prohibited. In these  
9 situations, employees and their new employer can be held jointly liable for the prejudice caused  
10 by such practice." Then, without contending or suggesting that any previously-departed  
11 Bombardier employee had in fact misappropriated any Bombardier intellectual property, Mr.  
12 Poupart "remind[ed]" Mr. Walker that any such hypothetical misappropriation would be  
13 wrongful. Mr. Poupart concluded by stating that "[w]e trust you understand the seriousness of  
14 the situation and ask that MHI refrains from engaging in any illegal activity that could cause  
15 Bombardier to suffer damages, failing which we reserve all of our rights against MHI, including  
16 our right to institute legal proceeding (sic) against MHI without any further notice."

17 35. Three weeks later, Bombardier escalated its threats against MHI. On August 5,  
18 2016, Alain Bellemare, the President and Chief Executive Officer of Bombardier, sent a letter to  
19 Hideaki Omiya, the Chairman of the Board of MHI, in which he described the two companies'  
20 partnership "on various aircraft programs for several decades" and how they have "had to face  
21 and resolve several issues in order to continue enjoying a mutually beneficial relationship."  
22 (Dkt. 1-16.) After making a request for MHI's cooperation on certain payment terms related to  
23 the companies' supply contract, Mr. Bellemare referred Mr. Omiya to an attached letter—  
24 Mr. Poupart's July 14, 2016, letter to Mr. Walker—and implicitly threatened the continuation of  
25 the supply relationship between Bombardier and MHI unless MHI ceased the solicitation of  
26 Bombardier employees. Mr. Bellemare wrote: "You will appreciate the fact that the relationship

1 between our two companies must be based on trust. As key suppliers, we expect Mitsubishi not  
2 to cause harm to Bombardier by engaging in massive solicitation of our engineers.” The letter  
3 concluded with the not-so-subtle threat that “[t]he long standing partnership between Bombardier  
4 and MHI has been a successful one and I trust that MHI will continue to be [a] key supplier and  
5 will support Bombardier in light of the current market conditions.”

6 36. In response to Mr. Bellemare’s letter, on August 22, 2016, Hiromichi Morimoto,  
7 the President of MITAC, wrote to Mr. Bellemare to acknowledge that MITAC was “currently  
8 engaged in an aircraft development program in Japan and North America and due to our need for  
9 qualified engineers, we have recently carried out various recruiting activities, including job fairs,  
10 in several North American cities with an aviation industry presence.” (Dkt. 105-1 at 11.) He  
11 went on to assure Mr. Bellemare that MITAC was acting within the law and not attempting to  
12 harm Bombardier’s business:

13 We are confident that all our recruiting activities held, or to be held,  
14 fully comply with all applicable laws and regulations, and moreover,  
15 should be considered routine and customary for any company in our  
16 industry seeking qualified employees. With respect to your  
17 concerns, please be assured that these recruiting activities were not  
18 and are not intended to harm or target Bombardier’s business.  
Further, Mitsubishi Aircraft Corporation, like MHI and all other  
MHI group companies, has a strong commitment to respect the  
intellectual property rights of all third parties, and we take  
appropriate measures in this respect with all new employees.

19 37. Mr. Bellemare did not reply to Mr. Morimoto’s letter or otherwise respond to  
20 MITAC. Instead, Mr. Bellemare opted to send a second letter to the Chairman of the Board of  
21 MHI, again implicitly threatening the MHI-Bombardier supply relationship on the basis of  
22 MITAC’s lawful efforts to compete with Bombardier. (Dkt. 1-17.) In a January 27, 2017 letter  
23 to Mr. Omiya, Mr. Bellemare complained that “despite my [August 5, 2016] letter . . . MHI  
24 continues to actively solicit and hire key employees of Bombardier.” Without evidence or  
25 explanation—but with an acknowledgement that Bombardier’s fear of competition in the  
26 regional jet market underpinned its threats—Mr. Bellemare asserted that “we have reasons to

1 believe that the employees recruited by MHI will use the intellectual property owned by  
2 Bombardier to assist MHI in developing the MRJ aircraft which will compete against  
3 Bombardier aircraft” and requested that Mr. Omiya “[t]ake note that my team is instructed to  
4 take all necessary actions to ensure the protection of the intellectual property of Bombardier and  
5 its know-how.” Mr. Bellemare concluded by again implicitly threatening the MHI-Bombardier  
6 supply relationship should MITAC’s lawful hiring activities continue, stating that “[i]n light of  
7 the long standing partnership between our corporations, I trust that I can count on your  
8 cooperation in putting an end to the solicitation of our employees by MHI.”

9         38. Bombardier’s threats to the MHI-Bombardier supply relationship—and its  
10 acknowledgment that potential competition from the MRJ animated those threats—did not  
11 emanate only from its President and CEO. On August 30, 2016, Bombardier’s Chief  
12 Procurement Officer, Nico Buchholz, issued similar threats to the President of MHI Canada  
13 Aerospace, Inc., Mike McCarthy. (Dkt. 105-1 at 13.) After noting that MHI was a “valued  
14 supplier of Bombardier,” Mr. Buchholz complained that MHI “has been recruiting several  
15 Bombardier employees to work on the MRJ program” and that this recruitment was “contrary to  
16 what we expect from a long term business partner such as MHI.” The letter made clear that  
17 Bombardier feared the competition posed by the MRJ, and that the competition was the primary  
18 basis for the company’s threats and demands. According to Mr. Buchholz, Mitsubishi’s hiring  
19 activity “raises serious concerns that valuable knowledge and know-how will be transferred to  
20 MHI and put to use to accelerate the development and entry of the MRJ aircraft which will  
21 compete with our commercial aircraft programs.” Mr. Buchholz stated that Bombardier had  
22 “notified MHI’s head office of this issue and have asked that MHI refrain from hiring  
23 Bombardier employees. Unfortunately, our request seems to have been ignored. I’m asking your  
24 assistance in getting this issue permanently resolved: MHI, as a valued supplier to Bombardier,  
25 must stop recruiting Bombardier employees. I trust that you understand the seriousness of the  
26 situation and that I can count on your cooperation.”

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39. In early 2017, Bombardier again escalated its pressure and threats against Mitsubishi, this time through outside counsel. In a “Letter of Demand” dated February 17, 2017 and addressed to Mr. Morimoto of MITAC, Marianne Plamondon of the Norton Rose Fulbright law firm formally demanded that the solicitation of Bombardier employees cease. (Dkt. 1-18.) Ms. Plamondon asserted that “by targeting and soliciting key employees at Bombardier[,] Mitsubishi is (i) knowingly destabilising Bombardier’s aircraft activities which constitutes unfair competition and (ii) acquiring proprietary information belonging to Bombardier to accelerate the development and entry into service of the MRJ aircraft.” The letter identified 26 former Bombardier Product Development and Engineering employees who had allegedly been hired directly or indirectly by Mitsubishi since the summer of 2015, claiming that “Mitsubishi continues to target and solicit key employees who possess confidential information essential to the development of the MRJ program and to meeting certification requirements.” While acknowledging that the recruited employees in question possessed skills and abilities important to Mitsubishi’s effort to compete in the regional jet market, Ms. Plamondon attempted to portray that recruitment as an attack on Bombardier, asserting that Mitsubishi’s “solicitation of Bombardier’s employees [was] an attempt to destabilise and disrupt the internal affairs of a competitor, and obstruct their activities and aircraft development and launch,” claiming that this “constitutes illegal and unfair competition towards Bombardier and engages Mitsubishi’s liability and the liability of Bombardier’s former employees towards Bombardier.” Ms. Plamondon explicitly acknowledged that the employees’ own “know-how” was valuable to Mitsubishi, but nonetheless she appeared to believe that merely by hiring highly-skilled and specialized engineers and test pilots from Bombardier, Mitsubishi was acquiring “trade secrets” and “proprietary information” belonging to Bombardier. According to Ms. Plamondon:

The employees targeted by Mitsubishi are highly skilled and specialized engineers and test pilots, many of whom held key positions during their employment at Bombardier. More importantly, the know-how and trade secrets acquired by these employees can hardly be acquired outside the context of the

development of new aircraft programs. This information is both rare and extremely valuable. We have every reason to believe these employees are now assigned to the MRJ program, which raises important questions regarding the disclosure of proprietary information, especially in the wake of recent press highlighting Mitsubishi's difficulties and lack of expertise.

The letter warned Mitsubishi that unless it took "immediate corrective action," Bombardier "will have no other option than to take more formal legal action" against it. Bombardier demanded that Mitsubishi "immediately cease any behavior which constitutes unfair competition"—behavior that, although not explicitly defined, was evident from the remainder of the letter to mean the hiring of Bombardier employees. Bombardier also demanded that Mitsubishi "[r]equire all former employees of Bombardier to sign agreements undertaking not to solicit employees of Bombardier" and to "[t]ake any and all necessary measures to ensure that the agreements are respected by former employees of Bombardier and inform Bombardier of such measures." The letter concluded by demanding that Mitsubishi confirm in writing by February 28, 2017 that it would accede to Bombardier's no-poach agreement.

40. Bombardier's over-the-top accusations about the "destabilization" of its business through the loss of a few dozen employees were not only unsupported by any facts set forth in Ms. Plamondon's letter, they were also demonstrably false. Indeed, Ms. Plamondon made no mention that Bombardier was laying off substantial numbers of its own employees at the same time, including many of its most important employees in its aircraft business. For example, as reported in news media:

- In 2014, well before the first recruiting activity by AeroTEC, Bombardier eliminated 2,900 positions worldwide.
- In May 2015, Bombardier announced that it was cutting 1,750 jobs, including 1,000 positions at the company's facility in Montreal and 480 at its facility in Toronto. Positions eliminated in 2015 would eventually total 2,750.
- In February 2016, Bombardier announced that it would cut 10 percent of its workforce over two years.

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- In October 2016, Bombardier cut 7,500 positions worldwide, including 1,500 in Quebec. This itself constituted more than 10 percent of Bombardier's worldwide workforce.
- In February 2017—the very month of Ms. Plamondon's letter—Bombardier announced that it would be eliminating another 7,000 positions worldwide, including 2,800 in Canada (more than 10 percent of its remaining Canadian workforce) and 220 in Wichita. Of these 7,000 positions, all but 150 would be in product development and engineering.

In light of these substantial and ongoing job cuts, it is implausible that MITAC's recruitment and hiring of 26 employees could "destabilize" Bombardier, particularly given Bombardier's vast size. According to Bombardier's first amended complaint in this litigation, Bombardier employs over 69,000 persons worldwide—even after the significant job cuts over the past several years—including more than 29,000 persons who work in Bombardier's Aerospace division. (*See* Dkt. 143 at 9.)

41. MITAC refused to accede to Bombardier's anticompetitive demands. By letter dated March 9, 2017, MITAC's outside counsel, W. Jay DeVecchio of Morrison Foerster, rejected the accusations in Ms. Plamondon's letter and explained that MITAC would not enter an agreement with Bombardier in violation of the antitrust laws. (Dkt. 105-1 at 15-18.) As Mr. DeVecchio explained:

MITAC has not acted improperly in any way in connection with its hiring activities. MITAC has no legal or other obligation to Bombardier to refrain from exploring free-market hiring opportunities with potential employees. Furthermore, to engage in any such no-poaching agreement with Bombardier could create potential antitrust liability for both MITAC and Bombardier. MITAC accordingly strongly urges Bombardier to cease its repeated attempts to induce MITAC into such an agreement.

To be clear, MITAC's only intent in its hiring activities is to meet its human resources needs. MITAC does not have any intent to destabilize Bombardier's aircraft activities, to acquire Bombardier's proprietary information, or otherwise to harm Bombardier in any way.

Mr. DeVecchio continued, emphasizing the lack of factual support for Bombardier's assertions:

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1 Bombardier unjustifiably accuses MITAC of soliciting key  
2 employees at Bombardier to “knowingly destabili[ze] Bombardier’s  
3 aircraft activities” and “acquir[e] proprietary information belonging  
4 to Bombardier.” Bombardier ascribes these motives to MITAC  
5 without providing any support, pointing only to the fact that  
6 MITAC, at times, has hired employees who previously worked for  
7 Bombardier. However, the fact that some of MITAC’s employees  
8 have previously worked for Bombardier is hardly surprising, as both  
9 companies rely on a relatively limited pool of highly-skilled and  
10 specialized engineers to support their product lines. Bombardier also  
11 speculates that MITAC held a job fair in Montreal for the sole  
12 purpose of soliciting Bombardier employees, despite Montreal’s  
13 being one of the top five largest hubs for aerospace jobs in North  
14 America. MITAC estimates that three-fourths of the nearly 150  
15 attendees were not employed by Bombardier. We also note that  
16 MITAC held job fairs in various other North American cities for the  
17 same recruiting reasons as mentioned above.

18 In any event, MITAC is free to explore hiring possibilities with  
19 whomever it pleases, regardless of any past or present employment  
20 by Bombardier, absent a Bombardier employee’s raising an express,  
21 written employment agreement restriction by Bombardier against  
22 future employment by MITAC. We are unaware of any such  
23 enforceable “noncompete” agreements, and you have conspicuously  
24 failed to mention any.

25 Mr. DeVecchio then responded to Bombardier’s speculative allegations that the hiring of  
26 Bombardier employees was part of a plot to improperly acquire Bombardier’s trade secrets and  
proprietary information:

Bombardier expresses its concern that former Bombardier  
employees might disclose Bombardier’s proprietary information or  
trade secrets, although Bombardier does not identify a single  
instance where such information was divulged or used, nor indeed  
does Bombardier identify with any specificity any trade secrets the  
former employees might usurp. Lacking these facts, Bombardier  
attempts to support its speculation by referring to a MITAC press  
release and two news articles that indicate MITAC currently is  
working to meet certification requirements for its MRJ aircraft.  
Certification requirements, however, are published in regulations  
and publicly available. Therefore, this assertion rests on two equally  
implausible premises: First, that only Bombardier engineers have  
the know-how and information necessary to meet these  
governmental and industry-wide certification standards; and second  
that knowledge of these certification standards is a trade secret of  
Bombardier. Neither of these premises is accurate.

Without any allegation, much less fact, that particular and  
specifically-identified Bombardier trade secrets exist that are being

1 or are threatened to be disclosed, Bombardier is left only with the  
2 implication that employees are not allowed to carry general know-  
3 how with them in their new employment endeavors. This is contrary  
4 to common sense and experience, and certainly is not the law.

5 After observing that Bombardier had failed to respond to MITAC's requests to specifically  
6 identify former employees improperly disclosing Bombardier's trade secrets or breaching  
7 confidential or nondisclosure agreements, Mr. DeVecchio explained the procedures that MITAC  
8 employs to prevent such disclosures:

9 New employees are instructed not to bring any proprietary  
10 information or materials from their former employers, and they are  
11 further instructed not to use, release, or disclose any such  
12 information in the course of their employment at MITAC. These  
13 requirements also are embedded in MITAC's Code of Ethics.  
14 Indeed, many if not all of Bombardier's former employees were  
15 specifically admonished not to bring over, disclose, or otherwise  
16 misappropriate Bombardier trade secrets or confidential  
17 information.

18 Finally, Mr. DeVecchio noted the lack of a legal basis for Bombardier's demands and further  
19 explained that the agreement Bombardier was seeking from MITAC likely was illegal:

20 MITAC has no legal obligation to cease soliciting or hiring  
21 Bombardier's employees. Yet, as your letter notes, Bombardier  
22 repeatedly has attempted to induce MITAC to agree not to solicit or  
23 not to hire Bombardier's employees. In doing so, Bombardier has  
24 not identified any lawful basis for restricting competition between  
25 Bombardier and MITAC in hiring employees. Conversely, the U.S.  
26 Department of Justice and Federal Trade Commission recently  
issued formal guidance instructing that such agreements may be  
unlawful. This guidance instructs businesses that "[a]n individual is  
likely breaking the antitrust law if he or she ... agrees with  
individual(s) at another company to refuse to solicit or hire that other  
company's employees (so-called "no poaching" agreements)." *See*  
<https://www.justice.gov/atr/file/903511/download> at 3, 6. This is  
not a hypothetical concern. The Justice Department has brought  
several actions, including two cases in which at least one company  
"agreed to limit its hiring of employees who currently work at a  
competitor." *Id.* at 4 (note that both cases involved the hiring of  
"highly skilled and specialized engineers"). The agency further  
warns that it "will criminally investigate allegations that employers  
have agreed among themselves ... not to solicit or hire each others'  
employees," and that naked "no-poaching" agreements could  
expose the companies involved to "substantial criminal and civil  
liability." *Id.* at 4, 6.



1           42. By letter dated April 12, 2017, Ms. Plamondon responded to Mr. DeVecchio's  
2 letter, accusing Mr. DeVecchio of acting inappropriately and in bad faith by requesting factual  
3 support for Bombardier's assertion that MITAC's hiring practices were destabilizing  
4 Bombardier's business or were otherwise unlawful. (Dkt. 105-1 at 20-22.) Rather than provide  
5 any such evidence of "destabilization" of Bombardier, Ms. Plamondon suggested that because  
6 the employees in question were important to MITAC's certification efforts, the hiring of these  
7 individuals necessarily constituted "unfair competition." Tellingly, Ms. Plamondon again made  
8 no mention that Bombardier had been laying off its own employees or that its CSeries aircraft,  
9 the CS100 and CS300, had already been awarded certification. Misstating the law—and making  
10 clear that Bombardier's primary concern was not the "destabilization" of its business but rather  
11 competition from the MRJ—Ms. Plamondon wrote that "We reiterate that the targeting by  
12 MITAC of Bombardier's employees for a project which is in direct competition with  
13 Bombardier's activities is clearly unfair competition under Quebec law" and falsely accused  
14 MITAC of engaging in the "unlawful misappropriation of Bombardier's competitive advantage."  
15 Ms. Plamondon did not dispute that the no-poaching agreement demanded by Bombardier would  
16 violate the U.S. antitrust laws. Instead, she stated Bombardier's view that the Sherman Act is  
17 "not directly applicable in Canada" and claimed that the demanded agreement was not a per se  
18 violation of Canada's Competition Act. The letter concluded by reiterating Bombardier's threat  
19 that "any further solicitation of Bombardier's employees by MITAC at this stage with the aim of  
20 further destabilising Bombardier's activities will be firmly contested."

21           43. Mr. DeVecchio responded on behalf of MITAC on May 1, 2017, writing to Ms.  
22 Plamondon: "We have received your response of April 12, 2017, and disagree with and reject  
23 every assertion you have made about MITAC's actions and motivations. Although we are  
24 always available for constructive discussions, MITAC has done nothing wrong, and we consider  
25 this matter to be closed." (Dkt. 105-1 at 24.)  
26

1           44.     Bombardier’s attempts to prevent Mitsubishi and AeroTEC from exercising their  
2 right to recruit and hire Bombardier employees were not limited to its baseless threats against the  
3 companies. Rather, in parallel with those threats, Bombardier sent dozens of threatening letters  
4 to former Bombardier employees and individuals considering employment opportunities in  
5 connection with the MRJ program. On March 2-3, 2017, Bombardier, through its outside  
6 counsel at Norton Rose Fulbright, sent a “letter of demand” to no fewer than 37 former  
7 Bombardier employees. (*See, e.g.*, Dkt. 105-1 at 26-28.) Similar letters were sent to no fewer  
8 than four other former Bombardier employees on April 13, 2017. (*See, e.g.*, Dkt. 105-1 at 30-  
9 33.) The letters contended that the former employees were in possession of undefined  
10 “confidential information” that the individuals were purportedly “obligated contractually and  
11 legally to protect.” Noting that “MITAC carries on activities that compete directly with the  
12 activities of Bombardier,” the letters stated that the former employees were obligated, among  
13 other things, “not to solicit, directly or indirectly, our client’s employees in order to induce them  
14 to leave.” The letters concluded by stating that “Should you fail to comply fully with all of your  
15 contractual and legal obligations, our client has instructed us to institute against you, without  
16 further notice or delay, any and all legal proceedings as are appropriate and necessary, including  
17 injunction proceedings . . . DO GOVERN YOURSELF ACCORDINGLY.”

18           45.     Bombardier also issued ultimatums to its own employees that led those employees  
19 to delay the start of their employment on the MRJ project. For example, on February 17, 2017,  
20 Andrius Knystautas, then a Principal Engineering Specialist and Section Chief of Flight  
21 Simulation at Bombardier, announced to Bombardier that he was resigning effective March 2,  
22 2017. On March 2, 2017—Mr. Knystautas’ planned last day of employment—Bombardier  
23 (through its outside counsel at Norton Rose Fulbright) demanded that Mr. Knystautas continue  
24 working at Bombardier for an additional ten weeks. (Dkt. 105-1 at 35-38.) Mr. Knystautas  
25 responded by stating his disagreement with Bombardier’s demand but offering to extend his end  
26 date so as to provide a six-week notice period which, on account of overtime worked, would

1 make his last day of work at Bombardier March 24, 2017. (Dkt. 105-1 at 40, 42.) In response,  
2 Bombardier refused to shorten the notice period it had demanded. (Dkt. 105-1 at 44.)  
3 Ultimately, Mr. Knystautas agreed to continue working at Bombardier until April 7, 2017, weeks  
4 after Mr. Knystautas' original scheduled start date with MITAC. (Dkt. 105-1 at 46.) Similarly,  
5 on August 1, 2017, Bombardier demanded that Jeff Kirdeikis, then a Principal Engineering  
6 Specialist, provide eight weeks' advance notice of his departure, and in doing so extend his  
7 announced end date at Bombardier and scheduled start date at MITAC. Ultimately, Mr.  
8 Kirdeikis agreed to extend his end date until late August, delaying his anticipated start date at  
9 MITAC.

10 46. On information and belief, Bombardier has taken additional actions designed to  
11 limit the mobility of its employees, including by notifying employees that if they accept work on  
12 the MRJ project, they will be blacklisted from any future work at Bombardier.

13 47. As part of its predatory scheme to impede competition from the MRJ, Bombardier  
14 filed its original complaint in this action on October 19, 2018, alleging claims of trade secret  
15 misappropriation against MITAC, MITAC America, AeroTEC, and former Bombardier  
16 employees Laurus Basson, Marc-Antoine Delarche, Cindy Dorneval, Michel Korwin-  
17 Szymanowski, and Keith Ayre; tortious interference with contractual relationship and/or  
18 business expectancy against MITAC, MITAC America, AeroTEC, and Mr. Korwin-  
19 Szymanowski; and breach of contract against Mr. Basson, Mr. Delarche, and Mrs. Dorneval.  
20 Bombardier also named as defendants 88 "John and/or Jane Does," identified only as former  
21 Bombardier employees now employed by MITAC, MITAC America, or AeroTEC or otherwise  
22 "working actively on the Mitsubishi Regional Jet project." (*See* Dkt. 1.) In its prayer for relief,  
23 Bombardier sought, among other things, "a preliminary and permanent injunction prohibiting  
24 MITAC, MITAC America, AeroTEC, and all those employed by, or acting in concert with, any  
25 of them from continuing to recruit personnel from Bombardier for the improper purpose of  
26 obtaining Bombardier confidential, proprietary, and/or trade secret information[.]" (*Id.* at 90.)

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1           48.     Also on October 19, 2018, Bombardier filed a motion for preliminary injunction  
 2 against MITAC America, AeroTEC, Mr. Basson, Mr. Delarche, and Ms. Dorneval. (Dkt. 4.)  
 3 Although cloaked in the language of trade secrets and propriety information, the motion and  
 4 proposed order reveal that Bombardier’s primary objective in this litigation is to prevent and  
 5 impede competition in the regional jet market. For example, in identifying the “irreparable  
 6 harm” that it will incur if a preliminary injunction is not granted, Bombardier states that “unless  
 7 the Defendants are enjoined, Bombardier’s misappropriated trade secret information stands to  
 8 serve as the very foundation for a revival of the Japanese aircraft manufacturing industry as a  
 9 whole.” (*Id.* at 20.) It adds that absent an injunction, Bombardier will “be forced to compete  
 10 with literally a new nation of competing aircraft manufacturers that would otherwise not exist for  
 11 at least several years to come.” (*Id.* at 21.)

12           49.     Since filing its first complaint and preliminary injunction motion, Bombardier has  
 13 confirmed that its objective in this litigation is to delay the certification of the MRJ. In a brief  
 14 submitted to the Court on December 7, 2018, Bombardier contended that any delay in the  
 15 schedule for its motion for a preliminary injunction could render its request for equitable relief  
 16 “moot” given MITAC’s “public statements that it expects to obtain regulatory certification for its  
 17 commercial aircraft ‘in mid-2019.’” (Dkt. 47 at 5; *see also id.* at 9 (“This may prove too late, as  
 18 MITAC Japan expects certification of its aircraft by mid-2019.”).)

19           50.     Bombardier’s second preliminary injunction motion—filed against MITAC, Mr.  
 20 Delarche, and Mr. Ayre on April 4, 2019, after MITAC America had filed its antitrust and unfair  
 21 competition counterclaims against Bombardier—repeats the brazenly anticompetitive refrain of  
 22 the first preliminary injunction motion. Bombardier again contends that competition from  
 23 MITAC constitutes irreparable harm, claiming that an injunction is necessary to prevent the  
 24 “revival of the Japanese aircraft manufacturing industry as a whole” and that absent an  
 25 injunction, Bombardier would be “forced to compete with literally a new nation of aircraft  
 26 manufacturers . . . .” (Dkt. 123 at 19-20.)

1           51.     Similarly, in an April 12, 2019 letter to the Court, Bombardier provided further  
2 evidence of its intent to use this litigation in an attempt to thwart competition from the MRJ.  
3 Reiterating the statements made in its December 7, 2018 letter, Bombardier claimed that a  
4 preliminary injunction was urgently needed because MRJ certification efforts have progressed  
5 and “if the Defendants successfully certify the MRJ before injunctive relief can be imposed,  
6 Bombardier’s motions become moot, and the irreparable harm awaiting Bombardier becomes  
7 unavoidable.” (Dkt. 134.)

8           52.     Bombardier’s first amended complaint, filed on April 30, 2019, further confirms  
9 Bombardier’s anticompetitive intent. (*See* Dkt. 143.) While on the one hand professing concern  
10 about “stifling innovation in an industry that is absolutely critical for the regional and worldwide  
11 economies,” (*id.* at 45), Bombardier nevertheless complains of harm in the form of “accelerated  
12 regional-jet-market competition.” (*Id.* at 7.) And despite the fact that MITAC and MITAC  
13 America had never “recruit[ed] personnel from Bombardier for the improper purpose of  
14 obtaining Bombardier confidential, proprietary, and/or trade secret information,” Bombardier  
15 reiterated its request for an injunction barring the defendants from “continuing to recruit” from  
16 Bombardier. (*See id.* at 115-16).

17           53.     Like its pre-litigation demands, Bombardier’s statements in this litigation confirm  
18 that its primary objective here is to impede and delay entry of a nascent competitor in the  
19 regional jet market. The form of relief requested by Bombardier’s complaints and preliminary  
20 injunction motions evidence that Bombardier’s primary motivation is not to protect any valid  
21 intellectual property rights, but rather to accomplish the illicit goal of its anticompetitive scheme.  
22 Tellingly, Bombardier rejected MITAC and MITAC America’s offer to enter a private  
23 agreement confirming the continued non-use and non-disclosure of the 11 supposedly secret  
24 documents identified in Bombardier’s preliminary injunction motion, electing to instead make  
25 public allegations in an effort to obtain a public court order that has the potential to further chill  
26 employees from considering employment with MITAC and MITAC America and delay or

1 undermine sales of the MRJ. (*See* Dkt. 76, Ex. A; *see also* Dkt. 165 at 10-11.) Moreover,  
 2 despite knowing about the hiring activities in support of the MRJ program at issue in its  
 3 complaints since at least 2015 and knowing (or having reason to know) about the circumstances  
 4 of the individual defendants' departures for years, Bombardier waited until late 2018 to file this  
 5 lawsuit. On information and belief, Bombardier delayed filing suit until the MRJ was close to  
 6 entering the market and increasingly competing with the CRJ for sales so as to maximize the  
 7 damage to Mitsubishi's reputation and undermine sales of the MRJ.

8 **C. Bombardier's Pretextual and Meritless Excuses for its Efforts to Impede**  
 9 **Competition**

10 54. Bombardier's supposed justifications for demanding the cessation of hiring  
 11 related to the MRJ project have shifted through the years, but the primary motivation for its  
 12 actions, as established by its own statements, has remained the same: to impede or delay the  
 13 formidable competition on the merits posed by the MRJ's entry into the regional jet market.

14 55. As detailed above, Bombardier's initial threats against AeroTEC lacked factual  
 15 and legal merit. Among other things, Bombardier did not have a basis to enforce its Code of  
 16 Ethics and Business Conduct against departed employees in the way it contended, including  
 17 against Mr. Korwin-Szymanowski, nor did it have a basis for its claims that AeroTEC could face  
 18 "substantial liability" as a result of its lawful hiring efforts. Moreover, the form of "relief"  
 19 sought by Bombardier—that AeroTEC enter an unenforceable, anticompetitive no-poach  
 20 agreement—demonstrates the bad faith nature of Bombardier's demands.

21 56. Bombardier's initial threats against Mitsubishi were similarly meritless. As  
 22 explained, the June 3, 2016 demand to "cease[] immediately" the soliciting and hiring of  
 23 Bombardier personnel provided no legal or factual basis beyond a vague and speculative  
 24 reference to the possibility that some undefined "Bombardier proprietary methods and know-  
 25 how" would "inevitably be transferred and used by AeroTEC or MHI." The next letter, sent July  
 26 14, 2016, falsely insinuated that MITAC's planned job fair was illegal. The subsequent letters

1 from Bombardier's President and Chief Executive Officer to MHI's Chairman of the Board  
2 levied similarly vague and unsupported claims that Mitsubishi's hiring practices were unlawful,  
3 threatening that the MHI-Bombardier supply relationship would be jeopardized if the hiring  
4 activities continued.

5 57. The demands issued to Mitsubishi by Bombardier's outside counsel likewise  
6 sought to coerce MITAC to enter an anticompetitive no-poach agreement through baseless  
7 allegations of illegal conduct by Mitsubishi. As explained, the February 17, 2017 letter claimed  
8 that by "targeting and soliciting key employees at Bombardier[,] Mitsubishi is (i) knowingly  
9 destabilising Bombardier's aircraft activities which constitutes unfair competition." But the  
10 letter was devoid of facts suggesting that Bombardier had been "destabilized" by the loss of the  
11 26 employees identified in the letter (or otherwise), let alone that Mitsubishi had any reason to  
12 know that its efforts to hire employees for the MRJ program had any such effect. In fact,  
13 Bombardier had engaged in several rounds of highly-publicized layoffs, including in its aviation  
14 business, and Bombardier had already completed certification activities for its CSeries aircraft.

15 58. The February 17, 2017 letter also claimed that Mitsubishi was "(ii) acquiring  
16 proprietary information belonging to Bombardier to accelerate the development and entry into  
17 service of the MRJ aircraft." But the letter identified no such "proprietary information belonging  
18 to Bombardier" or "trade secrets" that had been taken by any of the departed employees, let  
19 alone acquired by Mitsubishi. Indeed, as the Court recognized, "none of Bombardier's alleged  
20 [pre-litigation] requests to stop recruitment identified a specific trade secret." (Dkt. 136 at 31).  
21 The February 17, 2017 letter left little doubt that it was the employees' own "know-how . . .  
22 acquired [in] the context of the development of new aircraft programs" that Bombardier sought  
23 to prevent being used on the MRJ program. Bombardier had no legal basis to stop its employees  
24 from taking that know-how to Mitsubishi. Nor did Bombardier have any legal basis for its  
25 demands that MITAC enter a per se illegal no-poach agreement. Nevertheless, even after  
26



1 MITAC's counsel pointed out the factual and legal infirmities in Bombardier's demands,  
2 Bombardier reiterated its baseless claims in its counsel's April 12, 2017 letter.

3 59. The form of "relief" requested by Bombardier further demonstrates the  
4 anticompetitive nature its pre-litigations threats and demands. Each of Bombardier's demands to  
5 Mitsubishi and AeroTEC sought the cessation of recruitment and hiring activities in support of  
6 the MRJ project. Bombardier did not (and could not) contend that any specific trade secrets had  
7 been misappropriated by Mitsubishi or AeroTEC for use in the MRJ program, nor did  
8 Bombardier request that the companies refrain from or cease using any misappropriated trade  
9 secrets. Rather, Bombardier improperly demanded that Mitsubishi and AeroTEC cease their  
10 lawful hiring activities. Indeed, Bombardier demanded that AeroTEC cease the hiring of not  
11 only Bombardier's current employees but also former employees who had already departed the  
12 company.

13 60. Bombardier's counsel in the instant litigation has essentially confirmed that there  
14 was no factual basis for Bombardier's initial threats and demands. In a January 11, 2018 email  
15 to counsel for MITAC, MITAC America, and the AeroTEC defendants, Bombardier's counsel  
16 stated that "[w]hile Bombardier certainly took issue with your clients' recruiting tactics those  
17 years ago, litigation was not necessary until (1) Bombardier discovered actual evidence of trade  
18 secret misappropriation . . ." Although MITAC denies Bombardier's counsel's assertion  
19 regarding trade secret misappropriation, counsel's statement amounts to an unqualified  
20 admission that Bombardier did not have any evidence of misappropriation at the time  
21 Bombardier demanded that Mitsubishi and AeroTEC enter illegal no-poach agreements to delay  
22 or disrupt certification and sale of the MRJ.

23 61. Bombardier's threats towards its former and then-current employees also  
24 represent an improper attempt to chill the free flow of skilled labor. As suggested by the Court's  
25 Order on Motions to Dismiss, Bombardier had no legal basis to contend that its Code of Ethics  
26 and Business Conduct imposed binding contractual obligations on its former employees that



1 prevented them from seeking or accepting new employment. (*See* Dkt. 136 at 35.) Nor did  
2 Bombardier have a factual basis to insinuate that the dozens of recipients of its letters had acted  
3 contrary to the Bombardier Code of Ethics and Business Conduct or any provision of law. On  
4 information and belief, Bombardier's objective in issuing these demands was to impede or delay  
5 the MRJ program.

6 62. Bombardier's claims against MITAC and MITAC America in this litigation are  
7 meritless. There is no factual or legal basis for Bombardier's claims that MITAC or MITAC  
8 America misappropriated Bombardier's trade secrets, tortiously interfered with a valid  
9 contractual relationship or business expectancy of Bombardier, or otherwise acted unlawfully by  
10 recruiting, hiring, and continuing to employ former Bombardier employees. On information and  
11 belief, Bombardier's objective in filing its original and amended complaints and preliminary  
12 injunction motions was to impede or delay the development, certification, and sale of the MRJ.

13 63. Neither MITAC nor MITAC America has acquired, possessed, used, disclosed, or  
14 even had knowledge of the alleged trade secret information identified by Bombardier. In  
15 particular, no one at MITAC nor MITAC America has obtained or used any of the 11 supposedly  
16 secret documents identified in Bombardier's motion for a preliminary injunction. MITAC and  
17 MITAC America take precautions to ensure that newly hired employees do not transfer to  
18 MITAC and MITAC America, or use in their work for MITAC and MITAC America, trade  
19 secrets or other confidential or proprietary information that they acquired from former  
20 employers. New employees are instructed not to bring any proprietary information or materials  
21 from their former employers, and they are further instructed not to use, release, or disclose any  
22 such information during their employment at MITAC or MITAC America. These requirements  
23 are embedded in MITAC's Code of Ethics. On information and belief, the same precautions are  
24 taken with respect to persons hired by MITAC's partners, such as AeroTEC, who perform work  
25 on projects for MITAC or MITAC America. Consistent with these policies, on information and  
26 belief, many if not all of the former Bombardier employees hired by AeroTEC were specifically

1 admonished not to bring with them, disclose, or otherwise misappropriate Bombardier trade  
2 secrets or confidential information. In any event, the alleged trade secrets identified by  
3 Bombardier would have been of no use to the development, certification, and sale of the MRJ by  
4 MITAC and MITAC America.

5 64. Even if Bombardier had a basis to allege that MITAC or MITAC America had  
6 obtained Bombardier information, Bombardier's claims would lack merit insofar as the  
7 documents and information that Bombardier contends constitutes legally-protectable trade  
8 secrets are not legally-protectable trade secrets because, among other things, such information is  
9 publicly available and/or was provided to Bombardier by government agencies.

10 65. The baselessness of Bombardier's trade secret misappropriation claims against  
11 MITAC America is reflected in part by the Court's Order on Motions to Dismiss, which found  
12 that Bombardier's claim did not pass muster even at the pleading stage because the original  
13 complaint "fail[ed] to allege that MITAC America knew or had reason to know that it  
14 improperly acquired or used Bombardier's trade secrets." (Dkt. 136 at 19.) Rather than  
15 acknowledge the baselessness of its claim against MITAC America, Bombardier instead doubled  
16 down by reasserting the claim in its amended complaint—not on the basis of any new allegations  
17 regarding MITAC America's conduct, but rather based on the contrived theories that MITAC  
18 America operates as an "alter ego" of MITAC and that AeroTEC employee Mr. Korwin-  
19 Szymanowski is an "agent" of MITAC America. (*See* Dkt. 143.) Both theories are based on  
20 allegations that Bombardier could have made in its original complaint, underscoring that  
21 Bombardier is now grasping at straws in an effort to see that its claims against MITAC America  
22 proceed past the pleading stage. Notably, Bombardier also failed to add any new allegations  
23 regarding MITAC's conduct. (*See id.*) Although MITAC has chosen not to file a motion to  
24 dismiss Bombardier's first amended complaint, it is confident that the baselessness of  
25 Bombardier's claims against MITAC will be established during the course of this case.  
26

1           66.     On information and belief, Bombardier's claims against AeroTEC in this  
2 litigation are meritless because, among other things, AeroTEC: has not acquired, possessed,  
3 used, or disclosed the alleged trade secret information identified by Bombardier; has not  
4 tortiously interfered with a valid contractual relationship or business expectancy of Bombardier;  
5 and has not otherwise acted unlawfully by recruiting, hiring, and continuing to employ former  
6 Bombardier employees.

7           67.     On information and belief, Bombardier's claims against the individual defendants  
8 in this litigation are meritless because, among other things, none of the individual defendants:  
9 used any Bombardier trade secrets in performing work on the MRJ project; transferred any  
10 documents containing Bombardier trade secrets to any AeroTEC, MITAC, or MITAC America  
11 computer; disclosed any Bombardier trade secrets to any persons employed by AeroTEC,  
12 MITAC, or MITAC America; or discussed any Bombardier trade secrets with other persons  
13 employed by AeroTEC, MITAC, or MITAC America.

14           68.     On information and belief, none of the individual defendants who allegedly sent  
15 Bombardier documents to their personal email accounts did so for the purpose of  
16 misappropriating those documents or Bombardier's trade secrets or other proprietary  
17 information. Rather, each did so for the purpose of conducting work that they had been assigned  
18 to do for Bombardier or for other reasons unrelated to the individuals' subsequent work on the  
19 MRJ project. Moreover, it was a common practice for Bombardier employees to send  
20 Bombardier documents to their home email systems so that they could work on and complete  
21 work assignments at home.

22           69.     The baselessness of Bombardier's claims is exemplified by obvious shortcomings  
23 in its allegations. For example, Bombardier knew or should have known that the 11 purportedly  
24 "secret" documents identified in Bombardier's preliminary injunction motions would not be  
25 useful to MITAC or MITAC America because the MRJ has a very different design than any  
26 Bombardier plane and the certifying body for the MRJ—the Japan Civil Aviation Bureau—is

1 very different from Transport Canada Civil Aviation, the government agency that certifies  
2 Bombardier's planes. (*See also* Dkt. 165 at 3-4.) Bombardier also knew or should have known  
3 that its allegations about Mr. Ayre's supposed disclosure of "trade secret information pertaining  
4 to Fire Detection and Extinguishing ("FIDEX") and related System Safety Analysis ("SSA")"  
5 show no misconduct whatsoever by Mr. Ayre or any other defendant. (*See* Dkt. 143 at 20-21.)  
6 To the contrary, it is readily apparent from the content of the documents referenced in  
7 Bombardier's first amended complaint that Mr. Ayre was describing a flaw with Bombardier's  
8 C-Series aircraft that Mr. Ayre sought to ensure would be addressed after his departure in order  
9 to ensure the safety of the C-Series----a *benefit* to Bombardier. Bombardier likewise has no basis  
10 for its allegation that Mr. Ayre's August 18, 2016 draft email to Mr. Koki Fukuda of MITAC  
11 contains any Bombardier trade secret information, let alone that the information would be useful  
12 to MRJ certification. (*See* Dkt. 146 at 5.) To the contrary, the draft email merely includes  
13 publicly available information regarding Federal Aviation Authority's regulatory requirements.  
14 (*See* Dkt. No. 127 Exs. A and B; *see also* Dkt. 160 at 7-9). These are but some of the many  
15 examples demonstrating that Bombardier's claims against MITAC and MITAC America lack  
16 merit.

17         70. On information and belief, none of the Bombardier documents that the individual  
18 defendants allegedly sent to their personal email accounts contained trade secret information that  
19 would have been of use in the development, manufacture, or certification of the MRJ because of,  
20 among other things, the significant differences between the MRJ and Bombardier's jet aircraft,  
21 including but not limited to different systems (e.g., different flap skew detection systems and  
22 different pitot-static systems) and different engines. Bombardier knew or should have known  
23 that the Bombardier documents that the individual defendants allegedly sent to their home email  
24 systems contained no trade secret information that would have been of use in the development,  
25 manufacture, or certification of the MRJ.  
26

**D. The Relevant Market and Bombardier's Market Power**

71. The relevant market of commerce in which to analyze the effects of Bombardier's anticompetitive scheme is the market for single-aisle, turbofan-powered commercial aircraft with seating capacity for 50 to 100 passengers and flight ranges up to approximately 2,500 nautical miles (the "Regional Jet Market").

72. The Regional Jet Market is an accepted, defined market within the aerospace industry. Commercial aircraft with capacity for over 100 passengers are classified within the industry as "narrowbody" jets (such as the Boeing 737 and the Airbus A220) or even larger "widebody" jets (such as the Boeing 747 and the Airbus 330). Bombardier's own annual market forecasts acknowledge that the jet industry is segmented between "regional aircraft" with capacity for up to 100 seats and jets with greater seating capacity. Similarly, Bombardier's Commercial Aircraft President Fred Cromer has stated as recently as June 2018 that the market for regional jets with a maximum capacity of 100 passengers is distinct from the market for narrowbody jets with capacity for over 100 passengers, acknowledging that Bombardier's CSeries family of jets (small narrowbody jets with seating capacity of 108 passengers and above, now known as the Airbus A220) do not compete within the market for regional jets.

73. Regional jets are not interchangeable with other commercial aircraft given their differentiated passenger seating capacity, flight ranges, fuel efficiencies, operating costs, and sales prices. Other commercial aircraft are not close enough substitutes to prevent Bombardier and other regional jet suppliers from raising prices above competitive levels, degrading quality, or reducing output for regional jets. Put simply, other commercial aircraft are not a material competitive constraint on Bombardier regional jets.

74. Specifically, airlines and other aerospace customers do not consider larger narrowbody jets to be a reasonable substitute for regional jets, nor do they consider regional jets to be a reasonable substitute for narrowbody jets. Regional jets and narrowbody jets are differentiated by their passenger seating capacities, flight ranges, and costs, among other factors.

1 For example, the shorter flight range of regional jets prevents regional jets from servicing many  
2 routes that can be served only by narrowbody jets, including routes between the East and West  
3 coasts of the United States. Moreover, government regulations, airport operating restrictions,  
4 and contractual arrangements, including clauses in airline pilot contracts limiting the size of  
5 aircraft that can be flown by certain pilots, serve to reduce the interchangeability of regional jets  
6 and narrowbody jets. Regional jets and narrowbody jets are also differentiated by their initial  
7 sales price and subsequent operating costs. Larger and heavier narrowbody jets typically cost  
8 more to operate, on a trip cost basis, than smaller regional jets, and these operating costs  
9 represent most of the lifetime cost of a plane. As a result, airlines and other aerospace customers  
10 are disinclined to purchase a jet with more seats or a longer flight range than needed for a  
11 specific route. Narrowbody jets are not a material competitive constraint on regional jets.

12 75. Airlines and other aerospace customers do not consider turboprop airplanes to be  
13 a reasonable substitute for regional jets, nor do they consider regional jets to be a reasonable  
14 substitute for turboprop airplanes. As compared to turboprop airplanes, regional jets are capable  
15 of longer flight ranges, are faster, are safer, and provide superior passenger comfort, including  
16 less noise and vibration. Regional jets and turboprop airplanes are also differentiated by their  
17 initial sales price and subsequent operating costs. As such, turboprop airplanes are not a material  
18 competitive constraint on regional jets.

19 76. For these reasons, the Regional Jet Market is a distinct product market. The  
20 relevant geographic market for regional jets is worldwide. Regional jets are manufactured by a  
21 small number of companies (predominantly Bombardier and Embraer) and are capable of being  
22 sold by those companies on a worldwide basis. However, the United States is the largest and  
23 most important market area for regional jet manufacturers, as discussed further below.

24 77. Bombardier has significant market power in the Regional Jet Market.  
25 Bombardier's market power in the Regional Jet Market is directly evidenced by its ability to  
26 exclude or delay the entry of competition in the Regional Jet Market. Bombardier's market

1 power is further demonstrated by its significant share of the Regional Jet Market, a market which  
2 is highly concentrated with the vast majority of jets manufactured by Bombardier and Embraer  
3 and is subject to substantial barriers to entry and other conditions that serve to protect  
4 Bombardier's market power, including Bombardier's exclusionary conduct. On information and  
5 belief, these conditions allow Bombardier to charge supracompetitive prices for regional jets.

6 78. Since the launch of the original CRJ, Bombardier has held a significant share of  
7 the Regional Jet Market. From at least 2010 to present, Bombardier's worldwide share of the  
8 Regional Jet Market has consistently been over 40%, with Bombardier's CRJs comprising over  
9 40% of in-service regional jets worldwide as of 2018. Bombardier's position has been even  
10 more significant in the largest and most important market for regional jets, the United States. In  
11 the U.S., where Bombardier's only other active competitor in recent years has been Embraer,  
12 Bombardier's market share was 49% as of 2018.<sup>1</sup>

13 79. Bombardier's public statements confirm that the company expects to increase its  
14 share of the Regional Jet Market in the near term. In media briefings in June 2018,  
15 Bombardier's Commercial Aircraft President Fred Cromer stated that Bombardier is actively  
16 seeking to increase its share of the market through sales of its CRJ 900 and that the company  
17 anticipates achieving a market share of over 50%. Mr. Cromer contended that the only  
18 competition for sale of the CRJ 900 came from Embraer, apparently suggesting to the media and  
19 public that the MRJ would not enter the market and compete with the CRJ 900. Indeed, Mr.  
20 Cromer stated that the barriers to entry into the marketplace would effectively shield Bombardier  
21 from competition from the MRJ. In response to a question about whether Bombardier viewed  
22

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23 <sup>1</sup> Due to the dynamics of the Regional Jet Market discussed herein, it is appropriate to assess regional jet  
24 manufacturers' market share by reference to the number of regional jets that are in service in any given period of  
25 time. These dynamics include the long product lifecycle of a regional jet, the ability in many cases to extend the life  
26 of an in-service regional jet through the use of aftermarket services rather than purchase a new regional jet, the fact  
that regional jet manufacturers earn revenue throughout the life of an aircraft through the provision of those  
aftermarket services (which itself factors into the sales price for regional jets, particularly when customers agree to  
contract for the jet manufacturers' provision of services in connection with their purchase of a new regional jet), and  
due to the relatively small number of regional jets sold each year, which means that a firm's sales in any given year  
may not reflect its true share of the product market.



1 the MRJ as a competitive threat in the regional jet market, Mr. Cromer stated that “[i]t’s  
 2 complicated to bring new technology to the marketplace . . . not only in your home country, but  
 3 then to establish the footprint outside of your home country with authorities around the world,  
 4 and we’ve been doing that for years and years and years and we have relationships and we know  
 5 how to do it, and we know how difficult it is. So I think it is going to be challenging over time  
 6 for other OEMs that are starting that process to catch up with what other established OEMs have,  
 7 and that allows us to continue to make our own advancements and continue to be at the forefront  
 8 of where those opportunities are.”

9 80. Bombardier’s power in the Regional Jet Market is augmented by substantial  
 10 barriers to entry, including the following:

- 11 • Development costs. The cost of developing a new jet is significant  
 12 and often exceeds initial estimates. For example, the cost of  
 13 developing the MRJ was initially estimated to be \$1.9 billion but  
 14 has increased to nearly \$5 billion. Similarly, although Bombardier  
 initially estimated that development of its narrowbody CSeries jets  
 would cost \$2.1 billion, the program ultimately cost \$5.4 billion.
- 15 • Complexity of development and certification process.  
 16 Development of a new regional jet is complex, and entry to the  
 17 market requires that a new jet pass through a long, complex, and  
 18 difficult certification process. In addition, unanticipated  
 19 challenges and problems in the development and certification  
 process are commonplace. Moreover, as explained above, the finite  
 supply of skilled engineers capable of assisting in the development  
 and certification of regional jets serves as an additional barrier to  
 entry.
- 20 • Manufacturing requirements and costs. The manufacturing of  
 21 regional jets requires substantial and costly manufacturing  
 22 capabilities and facilities, as well as significant reliance on  
 subcontractors and complex supply chains. Many firms are  
 incapable of making the substantial investment required to  
 establish adequate manufacturing capabilities and facilities.
- 23 • Customer trust. Establishing customer trust in the operability and  
 24 reliability of a regional jet can present challenges, particularly for  
 25 manufacturers that are seeking to enter the jet market. Establishing  
 26 a reliable global customer support network also requires significant  
 investment and presents operational challenges. This is particularly  
 true given the substantial price and long-term commitment  
 associated with the purchase of a regional jet.



- Brand loyalty and switching costs. Customers with existing fleets comprised of a given manufacturer's jets may be more inclined to purchase additional jets from the same manufacturer rather than a different manufacturer (particularly a new entrant) given the costs associated with switching to a different manufacturer's jets. These switching costs include the time and expense of retraining personnel (pilots, crew, and maintenance workers); the costs associated with maintenance program changes, proving flights, establishing a new spare parts inventory, equipment tooling, and supply chain integration; and other overhead costs associated with adding a new aircraft type to air operator's certificates issued by national aviation authorities. Loyalty to a given manufacturer's jets and personal relationships between a manufacturer's and customer's personnel may also present barriers to entry to a new competitor.

81. These barriers to entry and other technical, business, and political challenges to penetrating the Regional Jet Market are so significant that government support is often necessary to the successful entry of a new jet manufacturer.

82. Both the cyclical nature of demand for regional jets and the length of a regional jet's lifecycle can present additional barriers to entry. These interrelated factors also make certain periods of time particularly important for manufacturers' sales of regional jets. The average lifespan of regional jets currently in service is approximately 18 years. As an in-service regional jet nears the end of its life, the owner must choose whether to replace the jet or invest in maintenance and related services to extend the life of the jet. In the United States (which is home to over 57% of all regional jets in service worldwide), the average age of regional jets currently in service is such that a large replacement wave is forecast to begin in 2022. The ability to make sales in advance of the upcoming U.S. replacement wave will be critical to regional jet manufacturers' success, both in terms of earning revenue from initial sales and aftermarket services during the life of the aircraft, and in creating a foundation for additional sales inside and outside the U.S. The next several years are thus of vital importance to established regional jet manufacturers and new entrants alike. As a result, even a small impairment to a regional jet manufacturer's ability to compete in the upcoming U.S. replacement

1 cycle could have significant ramifications for the manufacturer's revenues and market share—  
2 and for the revenues and market shares of the manufacturer's competitors. Accordingly, if  
3 Bombardier successfully prevents, delays, or undermines the MRJ's availability to be sold during  
4 the upcoming U.S. replacement cycle, it could be foreclosed from capturing any meaningful  
5 share of the U.S. and global markets for many years to come, and could be foreclosed from entry  
6 entirely.

7 83. The barriers to entry into the Regional Jet Market increase Bombardier's market  
8 power beyond the level suggested by the company's market share alone. This is particularly true  
9 with respect to customers whose fleets of regional jets are already comprised in whole or in part  
10 by Bombardier jets. Due to the aforementioned switching costs and brand loyalty in the current  
11 duopoly market, Bombardier has greater market power with respect to customers that already  
12 own or operate Bombardier jets. Entry of a new competitor could threaten Bombardier's market  
13 power with respect to these customers, particularly as they decide whether and when to replace  
14 aging CRJs already in their fleet.

15 84. The nature of regional jets and their lifecycles also make the provision of  
16 aftermarket services an important source of revenue for regional jet manufacturers, including  
17 Bombardier. Over the life of an in-service regional jet, manufacturers typically earn substantial  
18 revenue from the sale of parts, maintenance, repair, and other services. The need for these  
19 services—and thus the revenue manufacturers derive from their provision—tends to increase as a  
20 jet ages. More expensive maintenance services, such as overhaul of jet engines, also tend to be  
21 required later in the life of a regional jet. As a result, as a jet ages, owners are often confronted  
22 with the choice of whether to extend the life of the jet through increasingly expensive  
23 aftermarket maintenance and services or to instead replace the aging jet. A jet owner's decision  
24 to forego the purchase of aftermarket services provided by the jet's manufacturer and instead to  
25 purchase a new regional jet from a different manufacturer would thus have a significant impact  
26 on both manufacturers' revenue streams.

1           85. As a result of these market dynamics, even a temporary delay or impairment of  
2 the certification, development, or sale of the MRJ would have a significant impact not only on  
3 the short- and long-term prospects for the MRJ, but also for Bombardier. Indeed, any such delay  
4 or impairment would enable Bombardier to capture additional sales, including in the upcoming  
5 replacement cycle in the U.S., and allow Bombardier to gain additional revenue from the sale of  
6 aftermarket services as airlines elect to extend the lives of in-service Bombardier jets rather than  
7 purchasing new MRJs.

8 **E. Anticompetitive Effect and Injury**

9           86. Bombardier's anticompetitive practices have excluded competition, reduced  
10 choice, suppressed innovation, and increased barriers to entry in the Regional Jet Market. On  
11 information and belief, Bombardier's conduct has also reduced output and increased prices for  
12 regional jets. As a result, Bombardier's actions have harmed competition, regional jet  
13 purchasers, engineers, and MITAC.

14           87. Competition in the Regional Jet Market has been harmed. Bombardier has  
15 delayed the entry of new competitors, reduced the movement of skilled aerospace engineers,  
16 reduced choice, and suppressed innovation. By delaying the entry of new regional jets,  
17 Bombardier has reduced choice and limited innovation in the Regional Jet Market. By blocking  
18 and otherwise chilling the movement of skilled engineers within the market, Bombardier has  
19 further diminished competitors' ability to compete and innovate in the market. And by unfairly  
20 tarnishing the image of Mitsubishi and the MRJ in the eyes of customers, Bombardier has  
21 suppressed competition in the Regional Jet Market. On information and belief, this has reduced  
22 output and elevated prices of regional jets above what they would have been but for  
23 Bombardier's conduct.

24           88. Purchasers of regional jets have also been harmed in that they have fewer and less  
25 innovative options for regional jets. In addition, Bombardier can maintain higher prices than  
26 would otherwise prevail in the face of new competition.

89. Individual engineers looking for employment related to commercial jets have also been harmed. Individual engineers and competitors for their talent are harmed by Bombardier's campaign to impede the movement of skilled engineers. The industry is highly concentrated and news travels fast when any company or individual in the industry is sued. Bombardier's threats and actual litigation against individual employees chills the marketplace for such talent, which will endure for several years to come.

90. MITAC has incurred antitrust injury from the violations of law alleged and would not have incurred such injury in the absence of Bombardier's anticompetitive actions. As the direct result of Bombardier's ongoing predatory campaign described above, MITAC has been undermined or delayed in its ability to recruit, hire, and retain engineers critical to the development and certification of the MRJ, which has not only risked delaying the MRJ's certification, but also impedes MITAC's innovation and design efforts and raises MITAC's costs and the barriers to enter the Regional Jet Market.

91. For example, as a result of Bombardier's anticompetitive conduct:

- Recruitment and hiring efforts by MITAC, MITAC America, and AeroTEC in support of the MRJ program have been undermined.
- AeroTEC was forced to decline to extend an offer of employment to one or more Bombardier employees that would have supported the MRJ program.
- At least one prospective employee that MITAC America intended to hire withdrew his application for employment, citing the situation between Bombardier and Mitsubishi as the reason for doing so.
- The start dates of at least two individuals employed in connection with the MRJ program were delayed.
- On information and belief, other prospective employees declined to either seek or accept employment on the MRJ program, slowing the pace of hiring related to the MRJ program.
- The ability of MITAC, MITAC America, and AeroTEC to hire and retain employees for the MRJ program, including but not

1 limited to highly-skilled individuals currently or formerly  
2 employed by Bombardier, has been reduced, with significant  
near-term and long-lasting effects on the companies.

3 92. MITAC has also incurred antitrust injury in the form of harm to its reputation and  
4 goodwill caused by Bombardier's anticompetitive conduct, including its baseless claims that  
5 MITAC has misappropriated Bombardier's trade secrets. On information and belief, the  
6 reputation and goodwill of MITAC and MITAC America among current and potential MRJ  
7 customers and suppliers has been diminished as a result of Bombardier's conduct, with long  
8 lasting detrimental effects. Similarly, Bombardier's insinuation that the MRJ program is built on  
9 misappropriated trade secrets may create uncertainty among current and potential MRJ  
10 customers and suppliers about whether MITAC and MITAC America can be trusted business  
11 partners and whether the MRJ will be able to meet development and production deadlines and  
12 enter the market notwithstanding the litigation. Both harm not only MITAC's reputation and  
13 goodwill, but also its sales.

14 93. Bombardier's relentless threats and demands that MITAC, MITAC America, and  
15 AeroTEC enter into unlawful no-poach agreements have also forced the companies to divert  
16 attention and resources that could have otherwise been committed to the MRJ program, including  
17 through the retention of outside counsel and mounting legal fees and costs associated with  
18 responding to Bombardier's baseless demands and legal actions.

19 94. The effects of Bombardier's predatory scheme harm competition, regional jet  
20 purchasers, aerospace engineers, and MITAC. These harms are the types that antitrust laws were  
21 designed to prevent and those harms flow directly from that which makes Bombardier's conduct  
22 unlawful. Bombardier's practices are not reasonably necessary to accomplish any significant  
23 procompetitive benefit.

**COUNTERCLAIM I: ATTEMPTED MONOPOLIZATION IN VIOLATION OF THE  
SHERMAN ACT, 15 U.S.C. § 2**

95. MITAC realleges and incorporates by reference the allegations set forth in the preceding paragraphs as though fully set forth herein.

96. Bombardier has market power in the Regional Jet Market and has a dangerous probability of obtaining monopoly power.

97. Bombardier has engaged in a scheme to expand its market power in the Regional Jet Market, to the detriment of competition, purchasers of regional jets, aerospace engineers, and MITAC.

98. Bombardier's anticompetitive and exclusionary conduct includes its ongoing actions to impede or delay the development, certification, and sale of the MRJ by (1) levying baseless threats at MITAC, MITAC America, MHI, AeroTEC, and those companies' current and prospective employees in order to restrict the free flow of skilled labor necessary to the development and certification of the MRJ; (2) making threats against its own employees to deter them from accepting employment on the MRJ program; (3) attempting to coerce MITAC, MITAC America, MHI, and AeroTEC to enter per se unlawful no-poaching agreements in order to restrict recruitment and hiring activities in support of the MRJ program; (4) threatening the long-standing supply relationship between MHI and Bombardier in an attempt to achieve its illicit ends; and (5) initiating this litigation in an effort to delay the MRJ program and undermine sales of the MRJ. In furtherance of this scheme, Bombardier has engaged in a pattern of threats of litigation without regards to the merits and for the purpose of injuring MITAC, MITAC America, AeroTEC, and competition in the Regional Jet Market. Bombardier has also threatened and filed litigation against MITAC, MITAC America, AeroTEC, and former Bombardier employees that is objectively baseless and subjectively intended to interfere with MITAC, MITAC America, and AeroTEC's ability to compete.

1           99.     Bombardier undertook the anticompetitive and exclusionary conduct alleged  
2 herein with the specific intent to acquire monopoly power in the Regional Jet Market.

3           100.    As evidenced by Bombardier's market share and the dynamics of the Regional Jet  
4 Market, including the significant barriers to entry to the Regional Jet Market, there is a  
5 dangerously high probability that Bombardier's scheme to impede competition from the MRJ  
6 and monopolize the Regional Jet Market will succeed.

7           101.    Bombardier's conduct has no efficiency or procompetitive benefit or justification,  
8 the anticompetitive effects of its conduct outweigh any purported procompetitive justifications,  
9 and Bombardier could reasonably achieve any purported procompetitive goals through less  
10 restrictive alternatives.

11           102.    Bombardier's conduct constitutes attempted monopolization in violation of  
12 Section 2 of the Sherman Act, 15 U.S.C. § 2.

13           103.    As a direct and proximate result of the unlawful conduct of Bombardier in  
14 furtherance of the violations alleged, MITAC has been injured in its business and property in an  
15 amount to be proved at trial and to be automatically trebled, as provided by 15 U.S.C. § 15.

16           104.    MITAC is also entitled to recover from Bombardier the cost of suit, including a  
17 reasonable attorney's fee, as provided by 15 U.S.C. § 15.

18           **COUNTERCLAIM II: ATTEMPTED MONOPOLIZATION IN VIOLATION OF THE**  
19           **WASHINGTON CONSUMER PROTECTION ACT, RCW 19.86.040**

20           105.    MITAC realleges and incorporates by reference the allegations set forth in the  
21 preceding paragraphs as though fully set forth herein.

22           106.    Bombardier has market power in the Regional Jet Market and has a dangerous  
23 probability of obtaining monopoly power.

24           107.    Bombardier has engaged in a scheme to expand its market power in the Regional  
25 Jet Market, to the detriment of competition, purchasers of regional jets, aerospace engineers, and  
26 MITAC.



1           108. Bombardier's anticompetitive and exclusionary conduct includes its ongoing  
2 actions to impede or delay the development, certification, and sale of the MRJ by (1) levying  
3 baseless threats at MITAC, MITAC America, MHI, AeroTEC, and those companies' current and  
4 prospective employees in order to restrict the free flow of skilled labor necessary to the  
5 development and certification of the MRJ; (2) making threats against its own employees to deter  
6 them from accepting employment on the MRJ program; (3) attempting to coerce MITAC,  
7 MITAC America, MHI, and AeroTEC to enter per se unlawful no-poaching agreements in order  
8 to restrict recruitment and hiring activities in support of the MRJ program; (4) threatening the  
9 long-standing supply relationship between MHI and Bombardier in an attempt to achieve its  
10 illicit ends; and (5) initiating this litigation in an effort to delay the MRJ program and undermine  
11 sales of the MRJ. In furtherance of this scheme, Bombardier has engaged in a pattern of threats  
12 of litigation without regards to the merits and for the purpose of injuring MITAC, MITAC  
13 America, AeroTEC, and competition in the Regional Jet Market. Bombardier has also  
14 threatened and filed litigation against MITAC, MITAC America, AeroTEC, and former  
15 Bombardier employees that is objectively baseless and subjectively intended to interfere with  
16 MITAC, MITAC America, and AeroTEC's ability to compete.

17           109. Bombardier undertook the anticompetitive and exclusionary conduct alleged  
18 herein with the specific intent to acquire monopoly power in the Regional Jet Market.

19           110. As evidenced by Bombardier's market share and the dynamics of the Regional Jet  
20 Market, including the significant barriers to entry to the Regional Jet Market, there is a  
21 dangerously high probability that Bombardier's scheme to impede competition from the MRJ  
22 and monopolize the Regional Jet Market will succeed.

23           111. Bombardier's conduct has no efficiency or procompetitive benefit or justification,  
24 the anticompetitive effects of its conduct outweigh any purported procompetitive justifications,  
25 and Bombardier could reasonably achieve any purported procompetitive goals through less  
26 restrictive alternatives.



1           112. Bombardier's conduct constitutes attempted monopolization in violation of RCW  
2 19.86.040.

3           113. As a direct and proximate result of the unlawful conduct of Bombardier in  
4 furtherance of the violations alleged, MITAC has been injured in its business and property in an  
5 amount to be proved at trial and, in the Court's discretion, to be increased up to an amount not to  
6 exceed three times the actual damages sustained, as provided by RCW 19.86.090.

7           114. MITAC is also entitled to recover from Bombardier the cost of suit, including a  
8 reasonable attorney's fee, as provided by RCW 19.86.090.

9           **COUNTERCLAIM III: PROPOSAL FOR AN ARRANGEMENT TO VIOLATE THE**  
10           **WASHINGTON CONSUMER PROTECTION ACT, RCW 19.86.030**

11           115. MITAC realleges and incorporates by reference the allegations set forth in the  
12 preceding paragraphs as though fully set forth herein.

13           116. Bombardier proposed (and demanded) that MITAC agree to cease all recruitment  
14 and hiring of Bombardier employees.

15           117. If consummated, Bombardier's proposed no-poaching agreement would have  
16 constituted a per se violation of RCW 19.86.030, which prohibits every contract, combination, or  
17 conspiracy in restraint of trade or commerce. In any event, the proposed agreement had no  
18 legitimate business justification, but instead was proposed and demanded by Bombardier in order  
19 to reduce competition in the Regional Jet Market by restricting hiring related to the MRJ. There  
20 is no efficiency-enhancing, procompetitive justification for the proposal. Any purported  
21 procompetitive justifications or effects are outweighed by the anticompetitive impact, and there  
22 are less restrictive alternatives available to achieve any purported procompetitive impact.

23           118. As a direct and proximate result of its refusal to accede to Bombardier's proposal,  
24 MITAC has been injured in its business and property in an amount to be proved at trial and  
25 trebled pursuant to RCW 19.86.090. In particular, MITAC has been forced to incur the burden  
26 and expense of responding to and defending against Bombardier's repeated threats and demands,

1 including the attorneys' fees and costs incurred in relation to the instant litigation, and to  
2 otherwise divert away attention and resources that could have otherwise been committed to the  
3 MRJ program.

4 119. MITAC is also entitled to recover from Bombardier the cost of suit, including a  
5 reasonable attorney's fee, as provided by RCW 19.86.090.

6 **COUNTERCLAIM IV: UNFAIR COMPETITION IN VIOLATION OF THE**  
7 **WASHINGTON CONSUMER PROTECTION ACT, RCW 19.86.020**

8 120. MITAC realleges and incorporates by reference the allegations set forth in the  
9 preceding paragraphs as though fully set forth herein.

10 121. Bombardier's conduct constitutes unfair methods of competition and unfair acts  
11 or practices within the meaning of RCW 19.86.020 because the conduct: (1) offends public  
12 policy as it has been established by statutes, the common law, or otherwise, including state and  
13 federal laws that prohibit anticompetitive conduct; (2) is oppressive in that it seeks to prevent or  
14 limit lawful competition; and/or (3) causes substantial injury to competitors (e.g. MITAC,  
15 MITAC America, and AeroTEC), other businesspersons (e.g., airlines and other purchasers of  
16 regional jets who may pay more for regional jets due to the reduction in competition in the  
17 market for regional jets), and/or consumers (e.g., individuals who may pay more for airplane  
18 tickets if airplane manufacturers can charge airlines more for jets due to the reduction of  
19 competition in the market for regional jets).

20 122. Bombardier's conduct took place in the course of trade or commerce because  
21 Bombardier's threats and demands were issued by Bombardier in the course of its business  
22 operations, were directed towards other companies and individuals involved in the manufacture  
23 of regional jets, and were related to efforts to compete with Bombardier in the market for  
24 regional jets.

RCW 19.86.093(3)(b) and RCW 19.86.093(3)(c) because it had the capacity, and still has the capacity, to injure other persons, including current and former Bombardier employees who were deterred or dissuaded from seeking employment related to the MRJ, as well as other companies or individuals who may be the recipients of similarly improper threats, accusations, and invitations to collude in the future.

126. As a direct and proximate result of Bombardier's conduct, MITAC has been injured in its business and property in an amount to be proved at trial and, in the Court's discretion, to be increased up to an amount not to exceed the greater of three times the actual damages sustained or \$25,000, as provided by RCW 19.86.090.

127. MITAC is also entitled to recover from Bombardier the cost of suit, including a reasonable attorney's fee, as provided by RCW 19.86.090.

## PRAYER FOR RELIEF

WHEREFORE, MITAC prays for judgment and relief as follows:

MITSUBISHI AIRCRAFT CORPORATION'S  
ANSWER, DEFENSES, AND COUNTERCLAIMS  
(No. 2:18-cv-1543) – 123

**Perkins Coie LLP**  
1201 Third Avenue, Suite 4900  
Seattle, WA 98101-3099  
Phone: 206.359.8000  
Fax: 206.359.9000

1 B. That this Court enter judgment against Bombardier for the amount of damages  
2 that MITAC proves at trial, trebled to the extent permitted by the applicable federal and state  
3 laws;

4 C. That this Court enter a judgment awarding MITAC its expenses, costs, and  
5 attorneys' fees under applicable laws;

6 D. That this Court award MITAC pre-judgment and post-judgment interest to the full  
7 extent allowed under the law, as well as costs; and

8 E. That this Court grant MITAC such other and further relief as the Court deems just  
9 and proper.

10  
11 **JURY DEMAND**

12 MITAC demands a jury trial on all issues so triable.

13  
14 RESPECTFULLY SUBMITTED this 21st day of May 2019.

15 s/Mary Z. Gaston

16 Jerry A. Riedinger, WSBA No. 25828

17 Mack H. Shultz, WSBA No. 27190

18 James Sanders, WSBA No. 24565

19 Mary Z. Gaston, WSBA No. 27258

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Attorneys for Defendant Mitsubishi Aircraft  
Corporation America Inc.

**CERTIFICATE OF SERVICE**

I certify under penalty of perjury that on May 21, 2019, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to the email addresses indicated on the Court's Electronic Mail Notice List.

DATED this 21st day of May 2019.

*s/Mary Z. Gaston*

Mary Z. Gaston, WSBA No. 27258

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CERTIFICATE OF SERVICE  
(No. 2:18-cv-1543)

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